

# **EXHIBIT A**

## **PART 1**



EXECUTION VERSION

## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions, effective as of March 17, 2017 (the “**Effective Date**”), set forth the terms by which Hewitt Associates LLC, an Illinois limited liability company, with offices located at 4 Overlook Point, Lincolnshire, IL 60069 (“**Provider**”) agrees to provide services to **COLGATE-PALMOLIVE COMPANY**, a Delaware corporation (“**Colgate**”), with offices at 300 Park Avenue, New York, New York 10022. Provider and Colgate each referred to as a “**Party**” and collectively as the “**Parties**”. For and in consideration of the agreements set forth below and intending to be legally bound, the Parties hereby agree as follows:

### 1. STRUCTURE

A. Overview. The “**Agreement**” shall mean Articles 1 – 21 herein, the Exhibits and any statements of work (each statement of work an “**SOW**”) and change orders entered into under this Agreement. For the avoidance of doubt, the scope of Services under **Exhibit 2** is not deemed an SOW. SOW’s shall be entered into under this Agreement only for new Services of the nature of one-time project work. New ongoing Services shall be added to **Exhibit 2** by way of amendments or change orders under this Agreement. The “**Exhibits**” include:

<b>Exhibit 1</b>	<b>Definitions</b>
<b>Exhibit 2</b>	<b>Scope of Services</b>
<b>Exhibit 3</b>	<b>Colgate Data Privacy and Security</b>
<b>Exhibit 4</b>	<b>Colgate-Palmolive Company Anti-Bribery Policy</b>
<b>Exhibit 5</b>	<b>Change Control Procedures</b>
<b>Exhibit 6</b>	<b>Insurance Requirements</b>
<b>Exhibit 7</b>	<b>Transition Plan</b>
<b>Exhibit 8</b>	<b>Service Levels</b>
<b>Exhibit 9</b>	<b>Pricing</b>
<b>Exhibit 10</b>	<b>Sites</b>
<b>Exhibit 11</b>	<b>Reports</b>
<b>Exhibit 12</b>	<b>Key Personnel</b>
<b>Exhibit 13</b>	<b>Business Continuity</b>
<b>Exhibit 14</b>	<b>Form of SOW</b>
<b>Exhibit 15</b>	<b>Termination Assistance</b>
<b>Exhibit 16</b>	<b>Approved Subcontractors</b>

Defined terms used herein are set forth in **Exhibit 1**.

B. Interpretation. In the event of a conflict between the terms included in Articles 1 – 21 herein and the terms in the Exhibits, the terms included in Articles 1 – 21 shall prevail. In the event of a conflict between the terms in the Agreement and the terms in a SOW, the Agreement shall prevail, unless the SOW expressly references the specific provision in the Agreement to be modified by the SOW. References to a day or time shall be to a calendar day or time unless a business day is expressly referenced. For the purposes of receiving the Services, Colgate shall designate which of the Colgate Entities are to receive the Services. References to “as part of the Services” shall mean that Provider shall provide the services and resources at no additional charge to any of the Colgate Entities and any other end users.

### 2. TERM

A. Agreement. The Agreement is effective as of the Effective Date and shall continue in full force and effect until the earlier of (i) December 31, 2022, and (ii) termination in accordance with the Agreement (the “**Term**”).

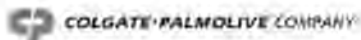
B. SOW. Each SOW shall be effective as of the date set forth in the applicable SOW and shall continue in full force and effect until the earlier of (i) the end date set forth in such SOW (if no end date is specified in the SOW, then the end date shall be the end of the Term) and (ii) termination in accordance with the Agreement or the applicable SOW (the “**SOW Term**”). In the event the Agreement is terminated, all of the SOWs then-in-effect shall also terminate unless Colgate expressly requests otherwise. In the event that Colgate requests that one or more SOWs not terminate as set forth in the preceding sentence, then the Agreement shall continue in full force and effect, and shall continue to apply, with respect to such SOW(s) for the respective SOW Term(s).

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### 3. SERVICES

A. Transition. Provider shall perform the activities and provide the deliverables necessary for the successful transition to Provider of the Services (the "**Transition**"), including the activities and deliverables in the Transition plan set forth in **Exhibit 7**. Colgate shall also perform its responsibilities set forth in the Transition plan (e.g., provide the Colgate Data necessary for the Transition). Provider shall perform such activities in a manner that shall not (i) disrupt or adversely impact the business or operations of the Colgate Entities or (ii) degrade the services then being received by the Colgate Entities. Provider shall identify and resolve any problems that may impede or delay the timely completion of the Transition. Colgate may postpone or prevent the commencement of any of the Services by a period of up to 60 days from the mutually-agreed, scheduled commencement date by giving Provider written notice at least 30 days prior to such scheduled commencement date and shall reimburse Provider for Provider's actual and reasonable expenses incurred as a result of such delay in commencement and, additionally, for delays in excess of 30 days, Colgate shall pay Provider a H&W delay fee equal to [REDACTED] for each calendar day of delay in excess of 30 days until commencement of Health and Welfare Services and a DC delay fee equal to [REDACTED] for each additional calendar day in excess of 30 days until commencement of Defined Contribution Services; provided that there shall be no requirement for 30 days' advance of delay written notice and no charge to Colgate to the extent the reason for such change in commencement date is Provider's failure to complete the Transition in accordance with the requirements set forth in this Agreement.

B. Generally. Provider shall provide the services, functions and responsibilities described in the Agreement, including as set forth in **Exhibit 2**, as they may evolve during the Term and as they may be supplemented, enhanced, modified or replaced (collectively, the "**Services**"). If any services, functions or responsibilities not specifically described in the Agreement are an inherent or customary part of the Services or required for the proper performance or provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent as if specifically described in the Agreement. Colgate will submit to Provider, or cause to be submitted to Provider, the Colgate Data necessary for Provider to perform the Services in accordance with the specifications for such data set forth in the requirements documents mutually approved by Colgate and Provider. If there are errors or omissions in the data provided to Provider, Provider will promptly return such data to Colgate unless Colgate and Provider agree that Provider is to make corrections to the data as additional Services, which services are billable to Colgate at the rates set forth in **Exhibit 9** or the applicable SOW and if such rates are not applicable, at the rates agreed to by the Parties.

#### C. Assets and Documentation.

(i) Except with respect to Colgate Data as set forth in **Section 3.B**, assets owned, leased or licensed by the Colgate Entities or third parties of the Colgate Entities to which access or use is provided to Provider (including equipment, software and third-party service contracts) shall be provided on an "as is, where is" basis.

(ii) Except as expressly set forth in the Agreement, Provider shall be responsible for providing the facilities, personnel, software and equipment and other resources as necessary to provide the Services, including all standard desktop/laptop computer equipment and software required for Provider Personnel to perform the Services (including standard Microsoft Office products or compatible, functionally equivalent products). Provider may not connect or run any equipment or software on or to the systems of any Colgate Entity without Colgate's written approval and Provider must comply at all times with Colgate's security and use policies then-in-effect.

(iii) Provider shall deliver to Colgate all necessary and reasonable documentation for any software, portals, websites and other systems provided or made available to the Colgate Entities by Provider as part of the Services, including user, systems, operating and program manuals.

D. Equipment and Software. Provider shall provide, and have operational, administrative, financial and maintenance responsibility for, all equipment and software, and all upgrades, replacements, additions, and refreshes thereto, necessary for Provider to provide the Services.

#### E. Payment Services.

(i) If (a) incorrect payments, i.e., an underpayment, incorrect payment or receipt of payment past the due date and the imposition of interest/late payment fees, or (b) overpayments, i.e., money paid related to an actual duplicate payment or overpayment, were caused, processed or directed by Provider or its agents, Provider shall pay or credit to Colgate or its designee an amount equal to the amount of the interest/late payment fee resulting from any such





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incorrect payments or overpayment within 60 days after the discovery of such incorrect payment or overpayment, subject to the terms of **Article 18**.

(ii) All such overpayments, as described in the foregoing section (i), recovered by Colgate, by Provider or its agents shall be remitted to an account designated by Colgate, except that such an overpayment recovered by Provider or its agents from a third party shall be the property of Provider if and to the extent such overpayment was already paid to Colgate or its designee.

(iii) If either Party becomes aware of an actual or suspected overpayment caused by Provider or its agents as a part of the Services (each such event, an "**Overpayment Event**"), such Party shall promptly notify the other Party of each Overpayment Event. As soon as reasonably practicable following discovery and/or notice of such Overpayment Event, each Party shall use reasonable efforts to mitigate the effects of such Overpayment Event (provided that all such recovery activities whether by Provider or the Colgate Entities shall be at Provider's sole cost and expense). Provider shall, at Provider's sole cost and expense, perform an analysis of each such overpayment to determine whether there was an overpayment and, if there was an overpayment, the cause of the overpayment. Provider shall share the results of each analysis with Colgate, together with the underlying information supporting Provider's determination. Colgate shall assist Provider as reasonably necessary in Provider's performance of such analysis and work with Provider to develop a joint approach for pursuing collection of any such overpayments.

(iv) Colgate or any of the Colgate Entities may engage an outside entity to provide (or any of the Colgate Entities may provide itself) audit and recovery activities relating to overpayments, as described in this Section.

(v) Colgate or its designees shall have the right to audit Provider's payment activities and report content.

(vi) The rights of Colgate and the Colgate Entities in this Section shall not be exclusive remedies, including with respect to the right to Service Level Credits for failures to meet specific Service Levels relating to incorrect payments, late payments or overpayments. Interest on late payments is to be applied in accordance with the practices identified by Colgate.

**F. Filing and Reporting Services.** Provider shall be responsible for making any tax and other filings and meeting any reporting requirements defined by governmental authorities as set forth in **Exhibit 2** or as otherwise necessary or required in connection with the Services. If Colgate becomes aware of additional requirements that are within the scope of the Services and notifies Provider thereof, then the Parties shall modify the Exhibits and Provider shall fulfill such requirement at no charge to the Colgate Entities. Provider must notify Colgate of any new filing or reporting requirements in connection with the Services and update **Exhibit 2**. If Provider fails to make proper or appropriate filings or undertake proper or appropriate reporting actions within the specified time frames as required (or Provider fails to provide the necessary data or information to be contained in filings or reports to be made by the Colgate Entities, the Colgate Plans, or Colgate's agents in a timely fashion) Provider shall be responsible for any filing or reporting penalties, charges, fines or similar amounts and all associated interest to the extent such penalties, charges, fines or similar amounts are the result of Provider's failure to perform.

**G. Plan Management.**

(i) Provider shall not accept or have any right to any outside compensation (monetary or in kind), including revenue sharing, transfer agency fee or other similar fees, credits or rebates, from third parties ("**Outside Compensation**") relating to or in connection with the Colgate Plans. All Outside Compensation shall be directed or applied as specified by Colgate. Provider shall only receive compensation directly from Colgate or the Colgate Plans. All compensation received by Provider relating to or in connection with the Colgate Plans shall be completely transparent (and disclosed to Colgate for each Colgate Plan). Provider shall not receive undisclosed compensation from outside parties, such as money managers.

(ii) Provider shall direct or apply any Outside Compensation as specified by Colgate, including if requested by Colgate, having Outside Compensation credited to participant accounts in a manner agreed to by the Parties. All invoices to Colgate shall reflect gross Fees with any permitted Outside Compensation shown as a separate line item and then netted out.

(iii) Provider shall provide an annual accounting of the Outside Compensation receipts. Provider shall report to Colgate all Outside Compensation arrangements that are in place on an annual basis, with any changes reported within 10 days of the change, and shall provide, within 60 days of the end of the applicable calendar year, an annual accounting of Outside Compensation related to the Colgate Plans on a plan-by-plan basis.





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(iv) Provider shall maintain plan-level accounting for each Colgate Plan and shall not contribute or hold amounts related to the Colgate Plans in omnibus accounts.

(v) Provider shall not contact participants to solicit their business. For example, Provider (or other related parties) shall not call participants and try to persuade them to rollover their 401(k) accounts. Also, Provider (or other related parties) shall not contact any participants to offer other services such as financial advice, financial services or insurance products.

(vi) Except to affiliates and subcontractors (subject to the requirements of **Section 6.G**) as necessary to provide the Services, Provider shall not release any information of participants (including names and addresses) to any outside vendors or third parties without Colgate's prior written consent.

(vii) Provider may not receive any Outside Compensation, referral or similar amounts from any third parties without Colgate's approval.

**H. Additional Services.** Colgate and Provider may enter into project-based SOWs from time to time. All SOWs that are entered into under the Agreement shall be governed by the terms of the Agreement and are hereby made part of and incorporated into the Agreement. All SOWs shall be in the form attached hereto as **Exhibit 14**. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW.

**I. Change Control Procedures.** Provider shall perform all changes related to the Services in accordance with the Change Control Procedures. Colgate shall not be responsible for additional costs associated with a change if (i) there is not an incremental cost to Provider to comply with or implement the change, (ii) the change is being implemented in order to be consistent with Industry Standards, is included as part of Provider's obligations under the Agreement (including Provider's continuous improvement and software and hardware currency obligations) or is consistent with policies and procedures that Provider has in place pursuant to the terms of the Agreement or (iii) subject to **Section 16.C**, the change is necessary to comply with Provider Laws. As part of the Services, Provider shall be responsible for causing the equipment, sites and any leveraged or generally applicable processes used or provided by Provider or Provider permitted subcontractors to be consistent with the Industry Standards and Provider shall implement and maintain data safeguards and security processes and procedures that are consistent with Industry Standards.

**J. Failures by Colgate or Colgate's Third Parties.** Provider's failure to meet its obligations under this Agreement, including the obligation to meet the Service Levels, shall be excused if and to the extent (i) such failure is caused by Colgate's or Colgate's third party's service providers' failure to perform tasks or obligations as specified in this Agreement (including providing inaccurate or incomplete data or other information), ) and (ii) Provider provides Colgate with reasonable notice of Colgate's or Colgate's third party service providers' failure and uses commercially reasonable efforts to perform notwithstanding any such failure (an "**Excusing Event**"). To the extent Provider must correct or re-perform any Services due to an Excusing Event, such corrections or re-performance shall be treated as additional Services billable to Colgate in accordance with the Change Control Procedures.

#### 4. SERVICE RECIPIENTS

**A. Service Recipients.** Provider shall provide the Services to the Colgate Entities and end users as may be identified by Colgate from time to time at the rates and in accordance with the terms and conditions set forth in the Agreement. Without limiting the generality of the foregoing, Provider shall, if requested by Colgate in writing, provide Services (or designated portions thereof) to new Colgate Entities that are designed to integrate such new Colgate Entities' systems into Colgate Systems; any changes to the Services are subject to the Change Control Procedures.

**B. Divestitures.** If Colgate relinquishes control of all or part of a Colgate Entity after the Effective Date (each such entity, a "**Divested Entity**"), then upon Colgate's request, Provider shall continue to provide the Services to such entity after the date such entity becomes a Divested Entity for a period of time requested by Colgate, which period shall not exceed 24 months at the rates and in accordance with the terms and conditions set forth in the Agreement, provided that such period of time shall not extend beyond the termination or expiration of this Agreement and any changes to the Services for such Divested Entity shall be subject to the Change Control Procedures. If the Divested Entity agrees in writing to abide by the terms and conditions of the Agreement, then the Colgate Entities shall be relieved of any payment or other liability relating to the provision of Services to the Divested Entity. In all instances, Provider shall provide Termination Assistance Services to the Divested Entity as requested by Colgate or the applicable Divested Entity in accordance with the terms and conditions set forth in the Agreement.





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## 5. USE OF THIRD PARTIES AND NEW SERVICES

A. Use of Third Parties. The Agreement shall be nonexclusive and each Colgate Entity may in its absolute discretion enter into arrangements with third parties to provide all or part of the Services and any New Services and the Colgate Entities reserve the right to perform itself, or retain third parties to perform, any of the Services and any New Services. If Colgate, any Colgate Entities or any such third party performs Services in place of Provider, that shall constitute a constructive termination of such Services for convenience by Colgate even if Colgate does not issue a written termination notice, and Colgate shall pay any applicable termination fee associated with any such termination in accordance with **Section 19.A**. Provider shall not interfere with, or take any action against, any Colgate Entity or any such third-party from whom a Colgate Entity obtains, or seeks to obtain, any such services.

B. Cooperation with Third Parties. Provider shall cooperate with any of Colgate agents upon Colgate's request, including by providing documentation, data and other information relating to the Services to the extent reasonably necessary for the performance of Services by such Colgate agent. Colgate may provide such documentation, data or other information directly without Provider's consent, subject to the protection of Provider Confidential Information. Provider acknowledges that Colgate may engage a third party to manage all or part of the Agreement on Colgate's behalf.

## 6. PERSONNEL

A. Provider agrees that all such Provider Personnel shall be advised (i) of the standards imposed upon them with respect to the Services and (ii) that they are not employees or agents of any Colgate Entity or any other end user for any purpose. Provider shall impose on and enforce compliance with this Agreement (including, compliance with Colgate policies (A) if and when Provider Personnel are on-site at a Colgate Entity facility or (B) that have otherwise agreed to by the Parties in writing) and with Provider's policies and procedures for all Provider Personnel and shall obligate any permitted subcontractor to do the same with respect to its personnel providing Services hereunder. Provider hereby agrees to be responsible for the breach by any Provider Personnel of any such policies or procedures or noncompliance with the terms of the Agreement (including the confidentiality and ownership provisions herein). Provider shall cause or have caused Provider Personnel to sign, enforceable agreements with Provider that include appropriate confidentiality provisions, assignment of work product provisions, and provisions establishing that such Provider Personnel are independent contractors with respect to the Colgate Entities, and otherwise as necessary to effectuate the terms of the Agreement.

B. Provider shall assign an adequate number of personnel to perform the Services. The Provider Personnel shall be properly educated, trained and qualified for the Services they are to perform.

C. Provider shall be responsible for the training of Provider Personnel at no charge to the Colgate Entities. This includes all new-hire training of all types (including with respect to technical requirements and necessary cultural and communication skills) prior to the point when the individual is qualified to meet the skill set requirements for his or her activities under the Agreement. Provider shall ensure appropriate training is in place throughout the Term, including training such that Provider Personnel shall have expertise to perform the Services.

D. Preplacement Checks. Provider shall maintain and enforce Provider policies regarding the background checking of Provider's employees at Provider's expense. Upon Colgate's request, Provider shall provide Colgate with a summary of such policies.

### E. Replacement, Qualifications and Retention of Personnel.

(i) Provider shall use commercially reasonable efforts to keep the turnover rate of Provider Personnel performing the Services to a level comparable or better than the industry average for well-managed benefits services companies. Provider shall implement and maintain a program designed to retain the Provider Personnel on the Colgate account during the Term. If Colgate believes that Provider's turnover rate of Provider Personnel performing the Services is excessive, Provider shall provide data to Colgate concerning the turnover rate, discuss the reasons for the turnover rate, submit its proposals for reducing the turnover rate, and agree on a program to reduce the rate at no charge to the Colgate Entities. In any event, notwithstanding transfer or turnover of personnel, Provider remains obligated to perform the Services without degradation and in accordance with the Agreement.

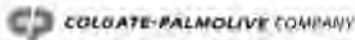
(ii) Upon Colgate's reasonable and lawful request, Provider shall remove any individual from the Colgate account. If Colgate requests such replacement of Provider Personnel, Provider shall promptly replace the individual on Colgate's account with an individual of suitable ability and qualifications, with Colgate's approval.

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(iii) For Services billed on an hourly or time basis, (a) Colgate Entities shall only pay for productive time of such resources (not training or administrative activities) and (b) Colgate Entities shall not pay for duplicate resources (i.e., resources covering the same role or activity) during the Transition and turnover of responsibilities.

F. Key Provider Positions. Certain positions shall be designated as “**Key Provider Positions**” in **Exhibit 12**. With respect to the individuals assigned to the Key Provider Positions (the “**Key Provider Personnel**”), before assigning an individual to a Key Provider Position, whether as an initial assignment or as a replacement, Provider shall (i) notify Colgate of the proposed assignment, (ii) introduce the individual to the appropriate representatives of Colgate, (iii) provide Colgate with a résumé and any other information regarding the individual that may be reasonably requested by Colgate and (iv) obtain Colgate’s approval for such assignment. Provider shall facilitate the replacement of Key Provider Personnel in such a manner as to assure an orderly succession for any Key Provider Personnel that is replaced. Provider shall only assign an individual to a Key Provider Position that is approved by Colgate. Provider shall obtain Colgate’s approval prior to changing or reassigning any Key Provider Personnel, provided that approval to make a change or reassignment shall not be required in the event the change or reassignment is: (i) at least one (1) year after the initial assignment of such individual to the Key Provider Position; or (ii) as a result of voluntary resignation, involuntary termination for cause, illness, disability, promotion, or death.

G. Use of Subcontractors. Except for (i) any subcontractors listed in **Exhibit 16** or the applicable SOW or (ii) majority owned affiliates of Provider, Provider shall not retain any subcontractors to perform the Designated Functions under the Agreement without the prior consent of Colgate which consent shall not be unreasonable withheld, conditioned or delayed; provided that it shall not be unreasonable for Colgate to withhold, condition or delay its consent in connection with completing its FCPA and Anti-Bribery processes. For purposes of this Section, “Designated Functions” means any portion of the Services involving voice interactions with Participants or functions requiring the access or use of Provider’s core recordkeeping system. Provider shall be responsible for the actions of any subcontractors providing Services hereunder with which it has a subcontracting relationship and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by Provider.

## 7. SITES

A. Colgate Sites. If Provider requires the use of any space at any facility or site owned, leased, or under the control of the Colgate Entities or a Colgate agent at which the Colgate Entities receive the Services (“**Colgate Sites**”), the location and the extent of the Colgate facilities required and the duration of such requirement shall be set forth in **Exhibit 10**. Provider shall use the Colgate Sites to which Provider is permitted access in an efficient manner and shall follow any directions of Colgate with respect to its use of such space. Provider shall be responsible for damage to the Colgate Sites caused by Provider or Provider’s agents. Provider shall permit Colgate and its agents, representatives and regulators to enter into those portions of the Colgate Sites occupied by Provider Personnel at any time, and Provider acknowledges that Colgate may relocate the Colgate facilities at will. Provider shall not make any improvements or changes involving structural, mechanical or electrical alterations to such space without Colgate’s prior consent. Improvements to the Colgate Sites shall become property of Colgate. When the Colgate Sites are no longer required for performance of the Services, Provider shall return the Sites to Colgate in substantially the same condition as when company began use of the Colgate Sites, subject to reasonable wear and tear.

### B. Provider Sites.

(i) A list of all Provider sites from which Provider shall provide the Services (the “**Provider Sites**”), together with the general scope of such Services provided at each Provider site, as contemplated at the time of the execution of this Agreement, is set forth in **Exhibit 10**. Provider shall annually provide Colgate with an updated list of Provider Sites. Additionally, Provider may not relocate delivery of the Services from an existing Provider Site to a new site of Provider such that Colgate would be the first Provider customer, or among a first group of Provider customers, serviced from such new site without the express written consent of Colgate.

(ii) Provider shall remain fully liable and responsible for the performance of all Services, including those performed by Provider’s non-U.S. operations hereunder.

(iii) Provider shall comply with U.S. export control Laws, the Foreign Corrupt Practices Act, and the Office of Foreign Asset Control (OFAC) Compliance requirements applicable to Provider. Colgate retains responsibility for its own compliance with OFAC and Provider does not take responsibility for screening Colgate’s participants, for example, for OFAC compliance.

(iv) Provider shall assume financial responsibility for taxes levied on Provider’s offshored service usage.

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## 8. PROPRIETARY RIGHTS

A. Colgate IP. Except for Provider Intellectual Property that is embedded or integrated with any of the following, Colgate shall own perpetually all right, title and interest in and to, together with any and all intellectual property rights, inherent in and appurtenant to (i) the deliverables and work product created or provided exclusively for Colgate on a fully-customized basis as part of the Services (the "**Colgate New Intellectual Property**"); (ii) all portions of the Requirements Document/Procedures Manual, communications consisting of Colgate Entity benefit plan provisions or any other Colgate Entity-specific information and (iii) any Colgate intellectual property that Provider has access to under the Agreement, as well as any modifications, enhancements or derivatives thereof (together with the Colgate new Intellectual Property; the "**Colgate IP**"). Provider further acknowledges and agrees that all such Colgate IP that is protectable by copyright or similar right is and at all times shall be considered to be a "work made for hire" or similar categorization as that term is defined in the United States Copyright Act or similar legislation (and if not deemed a work made for hire, then transferred pursuant to this Section). Provider, Provider Personnel and Provider's agents shall not at any time, in any manner, during or after the Term, under any circumstances, be entitled to or claim any right, title or interest herein or any commission, fee or other direct or indirect benefit from any Colgate Entity, in respect of the Colgate IP. To the extent Provider is granted the right to use any Colgate IP under the Agreement, such use shall be pursuant to a limited, non-exclusive, non-transferable, revocable license to use by those Provider Personnel with a need to use such Colgate IP to perform Provider obligations or exercise Provider rights under the Agreement. All other use is strictly prohibited. All such user rights shall expire and terminate upon the expiration or termination of the Agreement.

B. Provider Intellectual Property. All worldwide intellectual property rights in and to Provider's intellectual property (collectively, the "**Provider Intellectual Property**") shall belong exclusively to Provider (or Provider's licensors as applicable under Provider's third party agreements) perpetually. Colgate hereby assigns, transfers and conveys irrevocably and perpetually to Provider all of its worldwide intellectual property rights in and to any and all of Provider Intellectual Property. Colgate hereby waives any and all of its rights relating to certain "moral rights" that Colgate may have in any of Provider Intellectual Property, and other rights that Colgate may have in certain resale proceeds of any of Provider Intellectual Property that may be deemed to be literary works.

C. Third Party Technology. Provider may incorporate third party products into the deliverables so long as Provider has obtained from the third party supplier the right to transfer or otherwise make available such third party products to the Colgate Entities (and their successors, assignees, service providers, agents and third parties) on termination or expiration of the Agreement for access, use, modification, installation and creation of derivative works as incorporated into or desirable for the operation or support of the deliverables. If Provider cannot obtain such transfer or other rights with regard to a third party product, then Provider shall not incorporate such third party product into the deliverables.

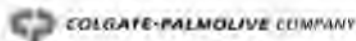
### D. License Rights.

(i) Provider hereby grants to the Licensed Colgate Entities a non-exclusive, royalty-free, fully paid up, worldwide license to use Provider's intellectual property as necessary for the Licensed Colgate Entities to use or receive the Services and deliverables from Provider (and sublicense agents of the Licensed Colgate Entities and third parties to use Provider's intellectual property solely for the benefit of the Licensed Colgate Entities' business operations) during the Term and any Termination Assistance Period(s).

(ii) Provider hereby grants to the Licensed Colgate Entities a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use (and sublicense to agents of the Licensed Colgate Entities and third parties to use solely for the benefit of the Licensed Colgate Entities' business operations) any of Provider Intellectual Property that (a) is embedded in or integrated with the business (including business processes) of the Licensed Colgate Entities and/or Colgate's intellectual property, but only for so long as such intellectual property of Provider remains embedded in or integrated with the business (including business processes) of the Licensed Colgate Entities and/or Colgate's intellectual property or (b) is embedded in or integrated with or otherwise necessary for the use or maintenance of the Colgate IP and/or the deliverables, but only for so long as such intellectual property of Provider remains embedded in or integrated with or otherwise necessary for the use or maintenance of the Colgate IP and/or the deliverables.

E. Provider Personnel. Provider shall initiate and diligently pursue action against any existing or former Provider Personnel about whom Provider or any of Provider's agents has knowledge (including through written notification by Colgate after investigation) that (i) such individual has disclosed Colgate Confidential Information or Colgate IP in violation of the Agreement or (ii) there is an imminent risk that such individual will or may, disclose





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Colgate Confidential Information or Colgate IP in violation of the Agreement. In such circumstances Provider may seek injunctive relief to prevent the unauthorized disclosure to, and to recover from, the unauthorized recipient any such Colgate Confidential Information or Colgate IP. Provider shall pay to Colgate any damages incurred by Colgate and recovered by Provider in connection with such action related to the specific disclosure.

F. Use of Names and Trademarks. Provider shall not make any oral or written statement or perform any act indicating that Colgate endorses or approves or has endorsed or approved Provider or its work products. Nothing contained in this Agreement will be construed as conferring any right to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of a Party (including any contraction, abbreviation or simulation of any of the foregoing) without the prior written approval of such Party.

## 9. SERVICE LEVELS

A. Provider shall perform the Services at least at the Service Levels listed in the **Exhibit 8** (the "**Service Levels**"). If Provider fails to meet the Service Levels, Colgate shall receive a monetary credit against the Fees calculated in accordance with **Exhibit 8** ("**Service Level Credits**"). Service Level Credits are only a reduction in price to reflect the reduced value of the Services and are not liquidated damages for Provider's failure to meet Service Levels. Accordingly, Service Level Credits shall not be an exclusive remedy and shall be in addition to other rights and remedies provided, however, the amount of any damages payable to Colgate in connection with the applicable Service Level failure shall be reduced by the amount of any Service Level Credit paid to Colgate. If Colgate becomes aware of any adverse performance trends, suggesting Provider may not meet a Service Level, Provider, at Colgate's request, shall promptly prepare corrective action plans to address such adverse performance trends and, upon Colgate's approval, implement such plans even though the applicable measurement period may not have been completed.

B. Provider shall work with Colgate, on a continuous basis, to (i) identify ways to improve the Service Levels and (ii) identify and apply proven techniques and tools from other installations within Provider's operations that would benefit the Colgate Entities either operationally or financially. Provider shall, from time to time, include updates with respect to such improvements, techniques and tools in the reports provided to Colgate.

C. If Provider becomes aware of a situation where it or any of Provider's agents has failed to comply with its obligations under the Agreement or that is likely to cause Provider or Provider's agents to fail to comply in the future with its obligations under the Agreement, Provider shall promptly inform Colgate in writing of such situation, the impact or expected impact of such situation and Provider's action plan to minimize or eliminate the impact of such situation.

## 10. GOVERNANCE

A. Provider shall be responsible for all supervisory, management, organizational, coordination and scheduling necessary to provide all Services and as required to fulfill its obligations under the Agreement. Provider shall participate in periodic and ad hoc meetings as Colgate may request. Each Party shall be responsible for its own travel expenses to an annual governance meeting. Additionally, Provider shall be responsible for the travel expenses of the Provider Relationship Manager.

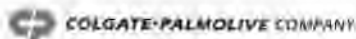
B. On or before the date specified in the Transition plan, as applicable, Provider shall (i) develop a management and operations procedures manual detailing processes required to manage the performance of the Services in accordance with the Agreement and (ii) deliver a draft to Colgate for its approval. A version approved by Colgate of such manual must be completed by Provider within the time specified under the Transition plan (but in any event no later than the applicable commencement of any Services) (such approved draft, the "**Procedures Manual**" or "**Requirements Document**"). Provider shall be responsible for maintaining and keeping the Procedures Manual current at all times, with all changes being subject to Colgate's approval.

C. Provider shall provide monthly performance, utilization, compliance and status reports and such other reports set forth in **Exhibit 11**. The content and frequency of such reports shall be as set forth therein. Provider shall also provide ad hoc reports as requested by the Colgate Entities or their regulators, subject to the terms of **Exhibit 9**.

## 11. QUALITY ASSURANCE

A. Provider shall develop and implement quality assurance processes and procedures to ensure that the Services are performed in an accurate and timely manner, in accordance with the Service Levels and the terms of the Agreement. Such procedures shall be included in the Procedures Manual and shall include verification, checkpoint





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reviews, testing, acceptance and other procedures to ensure the quality and timeliness of Provider's performance. However, no failure or inability of the quality assurance procedures to disclose any errors or problems with the Services shall excuse Provider's failure to comply with the Service Levels and other terms of the Agreement.

B. Without limiting Provider's obligations hereunder, Provider shall comply with the policies, standards and procedures that are generally adopted by leading providers of services similar in scope, scale and geographic coverage to the Services.

## 12. FEES AND INVOICING

A. General. For the Services to be provided under the Agreement, Colgate Entities shall be subject to charges or fees only as specified in **Exhibit 9**, an SOW or a change order executed by the parties under the Change Control Procedures. Except as expressly set forth in the Agreement, there shall be no charges or fees payable by Colgate or any Colgate Entity in respect of Provider's performance of its obligations pursuant to the Agreement. Colgate shall have the right to approve any amounts invoiced on a pass-through basis, including the rate structure and pricing applicable to such amounts. Periodic fees under the Agreement are to be computed on a calendar month basis and will be prorated on a per diem basis for any partial month. Provider shall bear all currency and inflation risk, except as otherwise set forth in the Agreement.

B. Expenses. Colgate shall reimburse the expenses that Provider incurs in performing the Services at net cost without markup; provided that such expenses are (i) set forth in **Exhibit 9**, the applicable SOW or change order or are otherwise agreed by Colgate in writing, in advance and (ii) travel-related expenses are in compliance with Provider's Travel and Expense Policy, as amended from time to time. Provider shall use its commercially reasonable efforts to use local resources that do not require air travel or lodging to perform the Services. In no event shall travel time to and from Colgate facilities, as well as between Colgate facilities, local travel expenses, document reproduction expenses, shipping expenses or telecommunications expenses be billable to or reimbursable by Colgate to the extent associated with governance functions, including governance meetings and reporting on the status or quality Service delivery (e.g., service level reporting). Notwithstanding the foregoing sentence, and subject to the terms of the prior sentences in this subsection B, Colgate shall be responsible for expenses where the Services that require Provider to incur such expenses are within the scope of Services defined in **Exhibit 2**, an SOW or a change order or are otherwise specifically requested by Colgate (e.g., distribution of documentation to participants). Colgate will not be responsible for compensatory expenses or compensatory taxes incurred by Provider Personnel and Colgate will not reimburse Provider Personnel for individual tax exposure. In the event of a conflict between Provider's Travel and Expense Policy and the terms of this Agreement, the terms of this Agreement shall control.

C. Taxes. Colgate shall be financially responsible for all sales or services taxes that are assessed on the provision of the Services to Colgate, excluding any withholding or export taxes, inter-company taxes, compensatory taxes or taxes based upon Provider's income or property. To the extent Provider is required to collect such taxes under applicable Law, Provider, to the extent legally or otherwise required, shall separately state the amount of tax due on its invoices to Colgate Entities. The applicable Colgate Entity and Provider shall cooperate to segregate the Fees into: (i) those for taxable Services; and (ii) those for nontaxable Services. The Parties shall reasonably cooperate with the other to more accurately determine each Party's tax liability and to minimize such liability, to the extent legally permissible. In addition, Provider shall provide and make available to the Colgate Entities any information regarding the computation of any such taxes as reasonably requested by Colgate. Provider shall not pay any taxes based on the Services that Colgate and Provider disagree on as to whether a tax is due without affording Colgate a reasonable amount of time after being called upon by the taxing authority to pay such tax to dispute the payment of such tax, at Colgate's expense, in the appropriate legal forum.

### D. Invoicing.

(i) Unless otherwise agreed in the applicable SOW or **Exhibit 9**, Provider shall submit to Colgate on a monthly basis an invoice for the Services performed during the prior monthly period, if any. Provider shall submit such invoices electronically using such reasonable electronic payment methods and systems as may be requested by Colgate. Any costs or fees associated with Provider's use of such electronic invoicing system shall be paid by Provider. To the extent that, after the Effective Date, Colgate changes its electronic invoicing system and the fees associated with Provider's use of the new electronic invoicing system are materially higher than the fees in effect as of the Effective Date (or the fees of the existing invoicing system are revised and the revised fees are materially higher than the fees in effect as of the Effective Date), and/or Provider is required to enter into new or revised terms and conditions to use or continue to use the invoicing system, the Parties shall discuss any potential impacts on Provider,





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and Provider shall not be required to pay any higher fee amounts or to enter into new or revised terms and conditions (and Colgate will accommodate the receipt of Provider invoices directly from Provider) until the Parties agree on a resolution to the impacts on Provider. Provider shall, with each invoice submitted, also submit such records and supporting documentation as Colgate shall request, identifying the Services performed and the Colgate Plan(s) to which such Services relate, the date or dates on which such Services were performed, any expenses incurred during such period and the total amount due to Provider from Colgate. Unless otherwise agreed in the applicable SOW or **Exhibit 9**, Colgate shall make payment of amounts due to Provider within 45 days following receipt by Colgate of Provider's invoice in complete and proper form, less any disputed amounts. Colgate may withhold payment of all or part of the invoiced amounts Colgate, in good faith, disputes such amounts. In neither instance shall such election to withhold any payment by Colgate excuse Provider's obligation to perform under this Agreement.

(ii) Colgate shall not pay any invoices issued by Provider or any third party more than 150 days after the date that the Services that are the subject of the invoice should have been invoiced or, if no date is applicable, 150 days after the provision of the Services.

### 13. **AUDIT**

A. **Books and Records.** Provider shall maintain such books and records as are (i) necessary to demonstrate Provider's compliance with its obligations under the Agreement, (ii) necessary to verify volumes, charges and resource utilization and payment by Provider of all license, maintenance and other service fees required in connection with the performance of the Services and (iii) necessary to comply with all applicable Laws. The Colgate Entities' representatives, designees, internal and external auditors and regulators as Colgate may from time to time designate ("**Colgate Auditors**") shall, upon reasonable notice, have the right to inspect and audit Provider's books, records, systems and operations.

#### B. **Audit Rights.**

(i) Provider shall provide to Colgate Auditors access at all reasonable times and after reasonable notice to any facility or part of a facility at which Provider is providing the Services, to Key Provider Personnel (and to other Provider Personnel if there is reasonable basis for a request for such access) providing the Services, and to data and records relating to the Services for the purposes of performing audits and inspections of the Colgate Entities and their businesses to verify the integrity of Colgate Data and to examine the systems and infrastructure that process, store, support and transmit that data. The foregoing audit rights shall include when applicable, audits of (a) practices and procedures, (b) systems and infrastructure, (c) security practices and procedures, (d) disaster recovery and backup procedures and (e) other areas necessary to enable Colgate to meet applicable Laws.

(ii) Upon reasonable notice from Colgate, Provider shall provide Colgate Auditors with access to such financial records and supporting documentation to the extent reasonably necessary to ascertain the correctness of Fees due and payable to Provider hereunder, as may be requested by Colgate. Such Colgate Auditors may audit the Fees charged to Colgate to determine if such Fees are accurate and in accordance with the Agreement.

(iii) If, as a result of any audit conducted by Colgate, it is determined that Provider has overcharged Colgate or any of the Colgate Entities, Colgate shall notify Provider of the amount of such overcharge and Provider shall promptly pay to Colgate or the applicable Colgate Entities the amount of the overcharge, plus Interest calculated from the date of receipt by Provider of the overcharged amount until the date of payment. Provider shall be obligated to notify Colgate of, and pay to Colgate or the applicable Colgate Entities, any overcharges (plus Interest as set forth above) that Provider becomes aware of.

(iv) In addition to Colgate's rights set forth in the previous paragraph (iii), in the event any such audit reveals an overcharge of 5% or more of the aggregate charges being audited or a breach by Provider of any of its obligations or representations and warranties hereunder, Provider shall pay to Colgate an amount equal to, or at Colgate's option, issue to Colgate a credit against the Fees in an amount equal to, the reasonable cost of such audit.

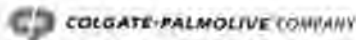
(v) With respect to any audit or similar inspection conducted by Colgate or Colgate Auditors, Colgate agrees that, in conducting any such audit or inspection, Colgate and the Colgate Auditors shall be subject to the confidentiality provisions of this Agreement and Provider's reasonable and standard security rules that are provided to Colgate and the Colgate Auditors in writing prior to the date of any such audit or inspection. Should a Colgate Auditor be a direct competitor of Provider, Provider may require such Colgate Auditor to enter into a reasonable written confidentiality agreement direct with Provider. Colgate may not conduct more than two audits under this Article per calendar year except (a) as required by Law, (b) follow up audits required to confirm that Provider has

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corrected any issues discovered during an audit or (c) where Colgate has reasonable belief that Provider has committed a material breach of the Agreement or fraud.

C. Cooperation. Provider shall cooperate with the Colgate Entities or their designees in connection with audit functions and with regard to examinations by regulatory authorities. Provider shall notify Colgate promptly by telephone or by email if a governmental authority requests an inspection or makes written or oral inquiries of Provider regarding any aspect of Colgate's activities pursuant to the Agreement or of any Provider Site. Provider shall cooperate with, and participate in, any Colgate investigation. In addition, Provider shall notify Colgate and the applicable Colgate Entity promptly by telephone or by email if Provider believes that (i) a security breach has or may occur or (ii) any wrongdoing affecting the Colgate Entities has occurred or may occur. Provider shall provide use of Provider Sites and resources for the performance of audits at no charge to the Colgate Entities or their auditors. With respect to any audit or similar inspection conducted by Colgate or Colgate Auditors, Provider's assistance shall be at no additional charge to Colgate unless and until the applicable pool of hours in **Exhibit 9** allocated to audit assistance has been exhausted, after which audit assistance shall be billable to Colgate at the rates set forth in **Exhibit 9** or the applicable SOW and if such rates are not applicable, at the rates agreed to by the Parties.

D. Internal Audit. No later than November 15 of each year, Provider shall issue to Colgate SSAE16/SOC 1 Type 2 reports conducted by a nationally recognized firm qualified to perform SSAE16/SOC 1 Type 2 examinations covering the Provider controls for its defined contribution administration services and health and welfare benefits administration services (so long as the respective services remain in scope under this Agreement) covering the period from October 1 to September 30 for such year (each, a "**SSAE16 Report**"). Provider shall provide a bridge letter by the first business day following the calendar quarter of the year after the report was issued stating whether or not there were material changes to the control specified in the applicable report for the period from October 1 to December 31. Provider shall, at its cost and expense, promptly remediate any material weakness or significant deficiency that has resulted in a qualified SSAE16 Report, or that could reasonably be expected to result in a qualified SSAE16 Report, in respect of the Provider controls identified in such SSAE16 Report as soon as reasonably possible after the issuance of such qualified report. In the event that the SSAE16 Report delivered is a qualified report that is reasonably likely to have a material adverse effect on Colgate or its external auditors preparation of audit reports relating to the financial statements of Colgate or the Colgate Plans, Provider shall within three months provide reasonable assurances to Colgate and its external auditors that the circumstances resulting in such qualification have been resolved, or provide, at no additional charge to Colgate, additional audit support resources necessary to enable Colgate and its external auditors to satisfy themselves that the circumstances giving rise to such qualification have been resolved.

E. Legal Discovery. Colgate is required to preserve and produce electronic data in support of its legal discovery obligations, as they may arise, for investigations and/or litigation. Provider shall cooperate with any legal discovery requests made by the Colgate Entities, including the dissemination of preservation requests, collection of data, imaging of systems, back up of electronic information, and maintenance, retention and production of any such data. Provider shall keep detailed records of its efforts to preserve data required for legal discovery.

F. Audit Follow-Up. Provider and Colgate shall meet, in person or virtually, to review each audit report promptly after the issuance thereof and to discuss the appropriate manner in which to respond to the changes suggested by the audit report as well as appropriate remediation actions, if any. If any audit by an auditor designated by Colgate or a regulatory authority results in Provider being notified that Provider is not in compliance with the terms of the Agreement, Provider shall comply with such terms. Provider shall bear the expense of any such response, any remedial actions, and any associated fines or penalties to the extent that Provider was not in compliance with the terms of the Agreement.

#### 14. COLGATE DATA

A. Colgate Data. As between Colgate and Provider, all of Colgate Data is, or shall be, and shall remain the property of Colgate and shall be deemed Colgate Confidential Information. Without Colgate's approval (in its sole discretion), except as may be expressly permitted elsewhere in the Agreement, Colgate Data shall not be (i) used by Provider other than is necessary for Provider's performance under the Agreement and solely in connection with providing the Services and the performance of Provider's obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Provider or (iii) commercially exploited by or on behalf of Provider. Provider shall not possess or assert encumbrances or other rights in or to Colgate Data. Notwithstanding the foregoing, Provider may use de-identified Colgate Data for any purpose provided that no data is identifiable to any third party as relating to Colgate, its benefit plan or any individual. Provider hereby irrevocably and perpetually assigns, transfers and conveys to Colgate without further consideration all of its right, title and interest in and to

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Colgate Data. Upon request by Colgate, Provider shall execute and deliver any financing statements or other documents that may be necessary or desirable under any Law to preserve, or enable Colgate or the applicable party designated by Colgate to enforce, its rights hereunder with respect to Colgate Data. Provider shall not possess or assert liens or other rights against any of Colgate Data.

**B. Correction of Errors.** Subject to the terms of **Article 18**, Provider shall promptly correct, at no additional charge or cost to Colgate (including any costs associated with reprocessing of invoices, payments, reports and filings, as necessary), any errors or inaccuracies in Colgate Data and the reports delivered and Services performed under the Agreement, promptly following discovery of such errors or inaccuracies, to the extent caused by Provider or Provider's agents.

**C. Return and Backup of Data.** Provider shall assist the Colgate Entities as reasonably requested by Colgate in meeting the Colgate Entities' legal obligations with respect to the retention of records in Provider's control. Upon reasonable request by Colgate at any time during the Term and upon expiration or termination of the Agreement (or at the end of the Termination Assistance Period if directed by Colgate), Provider shall at no charge to the Colgate Entities (a) promptly return to Colgate without additional charge in the format maintained by Provider (or, subject the Change Control Procedures, in the format and on the media requested by Colgate), all or any part of Colgate Data and (b) erase or destroy all or any part of the Colgate Data in Provider's possession; notwithstanding the foregoing, Provider may retain archival copies of the Colgate Data to the extent it has become included in automatic "backups" by routine procedures or by electronic communication or information management systems. Any such Colgate Data retained in accordance with this Section shall remain subject to the use and confidentiality restrictions and data security provisions in this Agreement.

**D. Reconstruction; Data Safeguards.** During the term of this Agreement, Provider shall not delete or destroy, and shall cause all of Provider's agents not to delete or destroy, any of Colgate Data without prior authorization from Colgate. Provider shall prioritize this effort so that the loss of Colgate Data shall not have an adverse effect upon Colgate's business. Colgate agrees to cooperate with Provider to provide any available information, files or raw data needed for the regeneration of Colgate Data. If Provider fails to regenerate the lost or destroyed Colgate Data within the time reasonably set by Colgate, then Colgate may obtain data reconstruction services from a third party, and Provider shall cooperate with such third party as requested by Colgate. In addition to any other damages incurred by Colgate, Provider shall be responsible for the actual costs incurred by Colgate for the reconstruction of Colgate Data by a third party. In the event it is determined that Colgate Data has been lost or destroyed as a result of the willful misconduct of Provider, Provider's agents or Provider Personnel, Colgate may terminate the Agreement for cause and pursue any civil and criminal actions available to it.

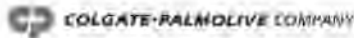
**E. Breach of Security.**

(i) In the event Provider or Provider's agents discover or are notified of a Security Event, Provider shall promptly (a) notify Colgate of such Security Event and (b) if the applicable Colgate Data was in the possession of or under the control of Provider or Provider's agents at the time of such Security Event, Provider shall immediately (1) investigate and remediate the effects of the breach or potential breach and (2) provide Colgate with assurance reasonably satisfactory that such breach or potential breach shall not reoccur. Provider shall confer with Colgate in any Provider security investigation relating to the Services or Colgate Data. Without limiting the foregoing, in all events, Provider shall, and shall cause Provider's agents and Provider affiliates to, reasonably cooperate in resolving any actual or suspected Security Incident. Colgate reserves the right to instruct Provider to not remediate the cause of a breach for the purposes of ongoing investigation, such as cooperation with law enforcement or a need to identify the extent of said breach and/or identify the offending parties.

(ii) In connection with any Security Event, Provider shall notify affected individuals and relevant government authorities as required by Law (and Provider shall be responsible for all costs associated with preparing and delivering such notice); and provide at Provider's expense call center services to field feedback and questions from those notified, and any other reasonable associated costs that Colgate may incur in connection with responding to or managing the Security Event.

**F. Data Transfer.** Provider shall only transfer (including internal Provider transfers that occur beyond the internal firewalls of Provider) Colgate Data in a secure and confidential manner, including at a minimum, encrypting the data in accordance with Provider policies and restrictions or through establishing a virtual private network with the Colgate Entities in a manner as approved by Colgate, and shall comply with all security provisions and procedures set forth in **Exhibit 3**. Provider shall encrypt all backup tapes and other portable and/or removable media containing





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Colgate Data. Provider shall comply with all Laws applicable to Provider in its capacity as a service provider regarding the import and export and use of strong encryption technologies. Upon Colgate's reasonable request, Provider shall provide to Colgate a mapping of where Colgate Data (by data type if applicable) is located and from where Provider shall access or transfer such Colgate Data in connection with the performance of the Services.

## 15. CONFIDENTIALITY

### A. Confidential Information.

(i) All Colgate Confidential Information shall be held in confidence by Provider in the same manner that it protects the confidentiality of its own confidential information, but in no event using less than a reasonable standard of care. Provider shall not disclose, publish, release, transfer or otherwise make available Colgate Confidential Information in any form to, or for the use or benefit of, any person or entity without Colgate's consent. Notwithstanding the foregoing, Provider shall be permitted to disclose relevant aspects of the Colgate Confidential Information to its officers, directors, auditors, permitted subcontractors and employees, only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations, or exercise of its rights, under the Agreement; provided, that, (a) Provider shall take all reasonable measures to ensure that Colgate Confidential Information is not further disclosed or duplicated in contravention of the provisions of the Agreement by such officers, directors, auditors permitted subcontractors and employees and (b) all such recipients comply with applicable data protection and transfer Laws. The obligations in this Section shall not restrict any disclosure required pursuant to any Law (provided, that, Provider shall give reasonable and prompt advance notice of such disclosure requirement to Colgate and give Colgate reasonable opportunity to object to and contest such disclosure, and Provider shall use reasonable efforts to secure confidential treatment of any such information that is required to be disclosed and limit any disclosure to the minimum required by Law). Provider shall not duplicate any material containing Colgate Confidential Information except in the direct performance of its obligations under the Agreement.

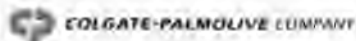
(ii) All Provider Confidential Information shall be held in confidence by Colgate in the same manner that it protects the confidentiality of its own confidential information, but in no event using less than a reasonable standard of care. Colgate shall not disclose, publish, release, transfer or otherwise make available Provider Confidential Information in any form to, or for the use or benefit of, any person or entity without Provider's consent. Notwithstanding the foregoing, Colgate shall be permitted to disclose relevant aspects of the Provider Confidential Information to its officers, directors, agents, auditors, professional advisors, service providers, subcontractors and employees, including for compliance with Laws; provided, that, Colgate shall take all reasonable measures to ensure that Provider Confidential Information is not further disclosed or duplicated in contravention of the provisions of the Agreement by such officers, directors, agents, auditors, professional advisors, service providers, subcontractors and employees. The obligations in this Section shall not restrict any disclosure required pursuant to any Law (provided that (a) Colgate shall give reasonable and prompt advance notice of such disclosure requirement to Provider and give Provider reasonable opportunity to object to and contest such disclosure, and (b) Colgate shall use reasonable efforts to secure confidential treatment of any such information that is required to be disclosed and limit any disclosure to the minimum required by Law).

(iii) Specific provisions relating to data protection and privacy Laws are set forth in **Exhibit 3**.

B. **Injunctive Relief.** Provider shall not duplicate any material containing Colgate Confidential Information except in the direct performance of its obligations or exercise of its rights under the Agreement. Provider acknowledges that, in the event of any breach of the provisions of this Section, Colgate shall suffer damages that are not easily determinable, and shall be entitled to seek equitable relief, including an injunction or an order for specific performance, in addition to all other remedies available to Colgate at law or in equity.

C. **Attorney-Client Privileged Documents.** Provider recognizes that it may obtain access to client documents, data and databases created by and for the Colgate Entities and associated communications related thereto which are confidential attorney work product or subject to the attorney-client privilege. Provider shall not reveal to any third parties any such data or information (i) marked with the words "attorney-client privilege" or "attorney work product" or words of similar import or (ii) designated by Colgate to Provider as being subject to the attorney-client privilege or confidential attorney work product (such marked and designated data or information, collectively, "**Privileged Work Product**"). Provider shall institute adequate safeguards to prevent the unintentional disclosure of Privileged Work Product to third parties. Provider recognizes that Privileged Work Product has been prepared in anticipation of litigation and that Provider is performing the Services in respect of the Privileged Work Product as an agent of Colgate, and that all matters related thereto are protected from disclosure by Rule 26 of the United States Federal





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Rules of Civil Procedure (or any similar Law in other local jurisdictions). Should Provider ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, Provider shall (a) immediately notify Colgate, (b) take such reasonable actions as may be specified by Colgate to resist providing such access and (c) if such access cannot be resisted, then only permit access to the extent required by Law.

D. Unauthorized Acts. Provider shall: (i) notify Colgate promptly upon its becoming aware of a security breach or incident relating to the Services, any unauthorized possession, use, or knowledge of any Confidential Information by any person, any attempt by any person to gain possession of Confidential Information without authorization, or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "**Unauthorized Access**"); (ii) promptly furnish full details of the Unauthorized Access and use reasonable efforts to assist Colgate in investigating or preventing the reoccurrence of any Unauthorized Access; (iii) cooperate with Colgate in any litigation against and investigation of third parties deemed reasonably necessary by such Party to protect its proprietary rights; and (iv) promptly take all reasonable actions necessary to prevent a reoccurrence of any such Unauthorized Access.

E. Confidentiality of the Agreement and Publicity. Notwithstanding anything to the contrary, Colgate may disclose those portions of the scope of services, Requirements Document/Procedures Manual, communications consisting of Colgate Entity benefit plan provisions or any other Colgate Entity-specific information necessary for Colgate to disclose in connection with re-sourcing or outsourcing the Services to other service providers; in no event shall Colgate be permitted to reveal Provider's pricing, service levels, methodologies or other Provider Confidential Information to any such service provider that is a direct competitor of Provider. Neither Party is permitted to issue any press release, distribute any advertising, or make any public announcement concerning the Agreement or its business relationship with the other Party without the other Party's consent.

## 16. COMPLIANCE

A. Provider. Provider shall comply with the Laws (i) applicable to Provider in its role as a provider of administrative services, including Laws applicable to its qualifications and ability to conduct business and to provide the Services and privacy Laws, (ii) that pertain to the operation of the business of Provider, including Laws relating to the employment or engagement of Provider Personnel, employee tax withholding applicable to Provider Personnel, and environmental and health and safety Laws relating to Provider Personnel or its facilities; (iii) that regulate Provider in its capacity as a provider of outsourcing and other services; and (iv) that are applicable to Provider in its performance of the Services ("**Provider Laws**").

B. Colgate. Colgate shall comply in all material respects with the Laws applicable to Colgate's role as a plan sponsor, including privacy Laws and Laws that pertain to the operation of the business of Colgate, including Laws relating to the employment or engagement of Colgate personnel and employee tax withholding applicable to Colgate personnel. Colgate is solely responsible for amending the Colgate Plans, if and to the extent necessary, to maintain the continued compliance of the Colgate Plans with any and all applicable Law. If a Colgate Plan amendment affects the Services or Provider's rights, duties, or responsibilities as a directed administrative service provider, any resulting change to the Services or this Agreement will be documented in accordance with the Change Control Procedures or an amendment to this Agreement before the change to the Services or this Agreement will be effective. Colgate is responsible for determining the appropriate steps needed to correct any defect of any Colgate Plan document, or any operational or demographic failure, that adversely affects the qualification of a Colgate Plan. Provider is responsible for correcting any operational failure caused by Provider's error, in accordance with the correction steps determined by Colgate taking into account applicable regulatory guidance.

C. Changes in Law. Provider shall promptly notify Colgate of any changes to Provider Laws and if Provider learns of any changes in any other applicable Laws, including ERISA and the Code, that may impact the Services, the Colgate Plans or this Agreement; provided, however, this Agreement shall not create any duty or liability on the part of Provider to ensure compliance by Colgate or the Colgate Plans. Changes to Provider's base system documentation and base system software resulting solely from the enactment of legislation or regulations will be considered as within the scope of the Services, provided that any such change applies generally to the affected Services provided by Provider across its client base for such Services and to the extent such change is uniform across clients. To the extent Colgate requires customizations that are not generally applicable to Provider's client base or any other changes, configuration or implementations for Colgate applications, interpretations or other directions may require an additional Fee. For the avoidance of doubt, changes to Provider's base system of the nature of providing each client with the ability to select from a set of options established in such base system or to set a value for a numerical variable shall not be deemed to be client-level "customization" or "interpretation" or other lack of "uniformity" requiring an additional Fee.





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Any resulting changes to the Services or this Agreement for Colgate applications, interpretations or other directions shall be subject to the Change Control Procedures, and any associated Fees shall be assessed in allocable proportion across similarly impacted Provider outsourcing clients or as otherwise stated in the applicable Change Control Procedures documentation.

**D. Non-Fiduciary Status.** Notwithstanding anything to the contrary contained herein, Colgate acknowledges that with respect to the provision of the Services, neither Provider nor any of its affiliates or subcontractors is the "administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Code, respectively, or under any applicable Law, nor, with respect to the provision of the Services, is Provider nor any of its affiliates or subcontractors a "fiduciary" within the meaning of ERISA Section 3(21), or under any applicable Law. Colgate acknowledges that it is responsible for investment of Colgate Plan assets, including, but not limited to, the appointment of any investment managers with control over Colgate Plan assets, the designation of investment alternatives in any individual account plan and the selection and retention of any insurance carriers or similar benefit providers having custody of, or control over, assets of any Colgate Plan. Provider does not have any discretionary control respecting management of any Colgate Plan or management or disposition of any Colgate Plan assets. Provider does not have any discretionary authority or discretionary responsibility in the administration of the Colgate Plans and Provider should act at all times as a ministerial administrative service provider. Notwithstanding the foregoing, Provider acknowledges that (i) if it exercises discretion with respect to the administration of the Colgate Plans or the assets of the Colgate Plans, it may be a fiduciary under ERISA and (ii) one or more of its affiliates may act in a fiduciary capacity under one or more separate agreements between Colgate (or its designee) and such Provider affiliate(s). Federal and state securities Laws and ERISA may impose fiduciary liabilities under certain circumstances on persons who act in good faith but nevertheless act in ways that trigger such fiduciary responsibilities, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Colgate or the Colgate Plans may have under any such Laws if Provider acts as a fiduciary in the performance of the Services.

**E. Colgate Direction.** In the course of providing the Services, Provider may request and/or receive written directions from an Authorized Colgate Representative regarding issues of Plan administration not addressed specifically in the Procedures Manual, Colgate's interpretation of any provision of the Colgate Plans, and other matters relating to Colgate's discretionary control respecting management of any Colgate Plan or management or disposition of any Colgate Plan assets (any such written directions from an Authorized Colgate Representative, "**Colgate Instructions**"). Provider may rely, in performing its obligations under this Agreement, upon any such Colgate Instructions. Provider shall not be responsible for any liability arising from Provider's compliance with Colgate Instructions, and such compliance shall not constitute a breach of any obligation of Provider under this Agreement. The foregoing shall not be deemed to relieve Provider (i) from any of its obligations under this Agreement, including its obligations under Article 17 or (ii) Provider's own negligence or willful misconduct. If any such Colgate Instructions are inconsistent with or conflicts with any provision of this Agreement, the Parties shall address such inconsistency through the Change Control Procedures.

## 17. REPRESENTATIONS AND COVENANTS

**A. Representations.** Provider represents and warrants to the Colgate Entities that as of the Effective Date and throughout the Term and the Termination Assistance Period: (i) it has the requisite power and authority to enter into the Agreement and to carry out the transactions contemplated by the Agreement; (ii) the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated by the Agreement have been duly authorized by the requisite action on the part of Provider and shall not constitute a violation of any judgment, order or decree; (iii) the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated by the Agreement shall not constitute a material default under any material contract by which Provider or any of its material assets are bound, or an event that would, with notice or lapse of time or both, constitute such a default; and (iv) there is no proceeding pending or, to the knowledge of Provider, threatened that challenges or may have a material adverse effect on the Agreement or the transactions contemplated by the Agreement. If Provider does not comply with the foregoing, Colgate shall have the right to terminate the Agreement for cause without affording Provider an opportunity to cure.

**B. Additional Covenants.** Provider covenants that during the Term and any Termination Assistance Period:

(i) it shall render the Services with promptness and diligence and shall execute them in a workmanlike manner;





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(ii) it shall efficiently use the resources and services necessary to provide the Services and that it shall perform the Services in a cost-efficient manner consistent with the required level of quality and performance;

(iii) it shall provide the Services using proven, current technology that shall enable Colgate to take advantage of technological advancements in its industry and support Colgate's efforts to maintain competitiveness in the markets in which it competes in accordance with the Agreement;

(iv) it shall perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, the patent, copyright, trademark, trade secret or other propriety rights of a third party and the Services and the Provider's intellectual property and Colgate New Intellectual Property do not infringe or misappropriate the patent, copyright, trademark, trade secret or other propriety rights of a third party;

(v) it shall use reasonable actions and precautions to prevent (a) the introduction or proliferation of any viruses or other Malicious Code into Colgate Systems or any other systems used in connection with the provision of the Services or (b) damage or loss of any system or Colgate Data. Without limiting Provider's other obligations under the Agreement, Provider covenants that if there is any damage or loss to Colgate Systems or Colgate Data caused by Provider or Provider's agents or caused or introduced by viruses or Malicious Code or in or passed through Provider's software or Provider's equipment or other resources provided by Provider or Provider's agents, then Provider shall use commercially reasonable efforts to mitigate (including restoration of Colgate Data and Colgate Systems) the cause and effects of such damage, loss, viruses or Malicious Code (including restoring or recovering any data or results at no charge to the Colgate Entities within a commercially reasonable time). In addition to Colgate's other termination rights under the Agreement, if it is determined through a root cause analysis that Provider or Provider's agents have introduced more than one virus or Malicious Code into Colgate Systems in a calendar year that disabled Colgate's wide area network for more than 24 consecutive hours, then Colgate may terminate the Agreement in whole or in part for cause within 90 days of the occurrence of the disablement;

(vi) without the prior written consent of Colgate, it shall not insert into software code that would have the effect of disabling or otherwise shutting down all or a portion of the Services (other than with respect to commercially available software code designed to ensure compliance with applicable license terms such as software keys); and with respect to such code that may be part of software, that it shall not invoke such code at any time;

(vii) Provider shall comply with Colgate's data privacy and security requirements, attached to the Agreement as **Exhibit 3**; and

(viii) Provider shall comply with the applicable fidelity bonding requirements of ERISA and shall furnish to Colgate, from time to time, such evidence as Colgate may reasonably request that Provider meets such requirements.

## 18. INDEMNIFICATION AND LIABILITY

A. Indemnification. Provider shall indemnify, defend and hold harmless Colgate, the Colgate Entities, the Colgate Plans, and the end users and each of their respective officers, directors, employees, agents, successors and assigns from any and all Losses and threatened Losses alleged or incurred by or awarded to a third party and Losses and threatened Losses alleged, imposed or levied by a governmental authority arising from or in connection with any of the following:

(i) any claims by participants and Colgate Plans arising from the negligence of Provider, Provider Personnel or Provider's agents or arising from the failure by Provider or Provider's agents to perform duties or obligations under this Agreement relating to the Services;

(ii) breach by Provider, Provider Personnel or Provider's agent of its confidentiality or privacy and security obligations under the Agreement and reimbursement of Colgate for the reasonable costs associated with and any claims relating to or arising out of a Security Event as such term is described in **Exhibit 3**;

(iii) any claim or action by, on behalf of, or related to, any prospective, then-current or former employees of Provider or Provider's agents that such individual is an employee of Colgate, any of the Colgate Entities, or any end user (or that Colgate, any of the Colgate Entities, or any end user is a joint employer, single employer, agent, or alter ego of Provider or such agents of Provider, or that such individual has any other relationship that would create liability by Colgate, any of the Colgate Entities, or any end user to such individual) and any claims arising from or relating to such alleged employment or relationship or the termination of such alleged employment or relationship, including but not limited to claims relating to hiring policies and decisions, claims for payment of wages or benefits, claims relating





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to occupational safety and health, workers' compensation, ERISA, unemployment compensation, or other applicable Law, claims relating to the handling and processing of any and all immigration issues and requirements (whether Provider Personnel are located in the United States or elsewhere), and claims for harassment, discrimination, retaliation, or wrongful termination of any kind;

(iv) the failure by Provider or Provider's agents to obtain, maintain, or comply with any governmental approvals or fulfill its or their compliance with Provider Laws, including non-compliance with applicable Laws or other obligations with respect to the exportation of any covered components (and/or any encryption contained therein) outside of the United States or importation into the United States or into another country;

(v) claims by governmental authorities for fines, penalties, sanctions, late charges or other remedies arising from or in connection with the failure by Provider or Provider's agents to perform its or their responsibilities to comply with Provider Laws under the Agreement;

(vi) services, products or systems provided by Provider or any of Provider's agents to another prospective, current or past customer of Provider or Provider's agents;

(vii) Provider's failure to obtain the consents that Provider is obligated to obtain;

(viii) any actual or alleged infringement or misappropriation of any intellectual property right of any third party with respect to the Services, and the resources, materials, work products, services, deliverables, software, hardware or other assets used or provided by Provider or Provider's agents;

(ix) any claim initiated by a potential or actual personnel of Provider or agent of Provider (including affiliates of Provider) asserting rights in connection with the Agreement;

(x) any claim relating to taxes, penalties and interest, assessed against Colgate or the Colgate Entities that are the obligation of Provider or Provider's agents under the Agreement; or

(xi) any claim relating to any violation by Provider, Provider Personnel or Provider's agents or their respective officers, directors, employees, representatives or agents, of any Law or any common law protecting persons or members of protected classes or categories, such Laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic.

**B. Infringement Remedy.** If any item or service developed, created, provided or used by Provider or Provider's agents in connection with the Services becomes, or in its reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Provider shall promptly take the following actions at no charge to the Colgate Entities: (i) secure the right to continue using the item or service; or (ii) if subsection (i) is not reasonably available to Provider, replace or modify the item or service to make it noninfringing; provided, that, the replacement or modification shall not degrade performance or quality.

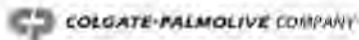
**C. Limitations of Liability.**

(i) IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY), SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING PUNITIVE DAMAGES AND LOST PROFITS) ("INDIRECT DAMAGES") EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(ii) Except as set forth in Section 18.C(iii), each Party's total aggregate liability for Losses, whether in contract, in tort (including breach of warranty, negligence and strict liability in tort) or otherwise, shall not in any event exceed in the aggregate an amount equal to the greater of (a) the sum of the total Fees paid and payable to Provider pursuant to the Agreement for the 18 months prior to the month in which the most recent event giving rise to liability occurred and (b) \$3,000,000 (the "Liability Cap").

(iii) Notwithstanding any other provision of the Agreement, liability arising from the following shall not be subject to the liability cap set forth in subsection C(ii) above: (a) indemnification claims under Section 18.A(ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (x) and (xi); (b) Losses resulting from the gross negligence or willful misconduct of Provider or Provider's agents; (c) breach by Provider or Provider's agents of compliance obligations of Provider; (d) bodily injury, including death; (e) damage to real and tangible personal property; (f) breach by Provider or Provider's agents of confidentiality or data protection obligations of Provider; (g) Provider's wrongful termination of the contract or willful refusal to provide Termination Assistance Services or any willful default of any provision of the Agreement;





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(h) Colgate's obligations under this Agreement to pay charges or fees for Services; and (i) Colgate's obligations under **Section 18.D**.

(iv) Notwithstanding any other provision of the Agreement, Provider shall reimburse Colgate on demand for reasonable and customary out of pocket costs and expenses incurred by the Colgate Entities to the extent attributable to any violation of Provider's duties hereunder with respect to safekeeping of Colgate Data or Personal Data of any Colgate Entity ("**Reasonable and Customary Costs**") consisting of the following Colgate Entities external costs and expenses associated with addressing and responding to the violation: (a) preparation and mailing or other transmission of legally required notifications; (b) preparation and mailing or other transmission of communications to customers, agents or others required by Law or required or recommended by a governmental authority or agreed to by the Parties as a reasonable mechanism for mitigating the breach; (c) establishment of a call center or other communications procedures in response to such violation not to exceed 60 days or such longer time required by Law or required or recommended by a governmental authority or agreed to by the Parties as a reasonable mechanism for mitigating the breach (where Provider has declined to provide such functions at Provider's expense); (d) reasonable legal and accounting fees and expenses associated with the Colgate Entities' investigation of and response to such event; (e) costs for commercially reasonable credit reporting services not to exceed 12 months or such longer time required by Law or required by a governmental authority or agreed to by the Parties as a reasonable mechanism for mitigating the breach; and (f) all claims for government fines, penalties and interest imposed by a governmental or regulatory authority.

D. **Mitigation.** Without limiting other obligations under this Agreement or applicable Law, each party shall use commercially reasonable efforts to mitigate Losses.

E. Claims by Affiliates and Colgate Plans.

(i) Colgate-Palmolive Company (a) has the benefit of and may enforce obligations of any Provider affiliate against Provider, (b) shall have the right to recover from Provider any Losses of a Colgate affiliate under this Agreement, and (c) shall, as Plan Sponsor of and on behalf of the Colgate Plans, have the right, subject to the requirements of ERISA, to recover from Provider any Losses of a Colgate Plan under this Agreement. Any Losses of the Colgate affiliate or Colgate Plan shall be deemed to be Losses of Colgate subject to the limitations on liability set out in **Article 18**.

(ii) Provider (a) has the benefit of and may enforce obligations of any Colgate affiliate or the Colgate Plans against Colgate and (b) shall have the right to recover from Colgate any Losses of a Provider affiliate under this Agreement. Any Losses of a Provider affiliate shall be deemed to be Losses of Provider subject to the limitations on liability set out in **Article 18**.

F. **Direct Damages.** Provider agrees that the following Colgate damages, costs and expenses shall automatically be deemed direct, not Indirect Damages, to Colgate and therefore would not be subject to the exclusion of damages set forth in **Section 18.C(i)**:

- (i) All payments made in respect of third party damages or Losses that are indemnified pursuant to this Agreement, without regard to the nature of the claim which gave rise to such obligation to indemnify;
- (ii) The Reasonable and Customary Costs;
- (iii) Reasonable costs and expenses of restoring, reloading or recreating Colgate Data that is lost or corrupted by Provider;
- (iv) Reasonable costs and expenses of implementing a work-around with respect to a Provider failure to provide any Services;
- (v) Lost funds resulting from unauthorized disclosure of or failure to secure Personal Data in accordance with terms of this Agreement;
- (vi) Reasonable costs incurred in attempting to collect an Overpayment;
- (vii) Reasonable costs incurred in attempting to enforce Colgate's rights with respect to a breach of **Article 15** by Provider (or its affiliates, employees or Subcontractors);
- (viii) Direct damages (including damages that are deemed direct pursuant to any of the items in this list) suffered by Colgate affiliates or the Colgate Plan; and





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(ix) Cost of cover, including costs and expenses incurred to procure the Services from an alternate source in the event of a wrongful termination of the Agreement or willful refusal to provide Termination Assistance Services or any willful default of any provision of the Agreement.

Additionally, Indirect Damages resulting from a breach of **Article 14** or **Article 15** shall not be subject to the exclusion of damages set forth in **Section 18.C(i)**, provided that a Party's total liability for such Indirect Damages shall not in any event exceed the Liability Cap. Notwithstanding the foregoing, the following types of damages shall still be considered Indirect Damages for which neither party shall be liable: lost profits, harm to reputation, drop in share price or other diminution in the value of a business.

## 19. TERMINATION

A. Colgate may terminate the Agreement in whole for convenience and without cause at any time by giving Provider at least 180 days' prior written notice designating the termination date. In the event of any such termination by Colgate, Colgate shall pay any applicable early termination fees set forth in **Exhibit 9** and any terminated SOW(s). Colgate may terminate any SOW in whole for convenience and without cause at any time by giving Provider at least 10 days' prior written notice designating the termination date. In the event of any such termination by Colgate, Colgate shall pay any applicable early termination fees in the affected SOW(s).

B. Colgate may, by giving written notice to Provider, terminate the Agreement or any SOW for cause, in whole or in part, as of a date specified in a notice of termination if Provider: (i) breaches a material obligation under the Agreement, which breach is not cured within 30 days after written notice of breach from Colgate to Provider; (ii) breaches a material obligation under the Agreement, which breach is not capable of being cured within 30 days; or (iii) commits numerous or repeated breaches of its duties or obligations under the Agreement which in the aggregate are material, even if cured.

C. [Reserved.]

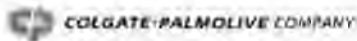
D. Colgate may, in its sole discretion, by giving notice thereof to Provider, terminate the Agreement in whole or in part as of the date specified in such termination notice upon the occurrence of an Insolvency Event to Provider, without payment of any termination fees, wind-down costs (except as provided in **Section 19.G**) or other charges or expenses.

E. In the event of a Change of Control of Provider where control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of Provider are acquired, by any entity, or Provider is merged with or into another entity to form a new entity, then, Colgate may exercise its right to terminate this Agreement in whole or in part for its convenience pursuant to the terms of **Section 19.A** with a fifty percent (50%) reduction in the early termination fees that would otherwise be applicable, provided that: (i) Colgate exercises such right by providing its written notice of termination no later than ninety (90) days after the closing of the Change of Control; and (ii) the Change of Control resulting from the Blackstone acquisition of the Aon Hewitt outsourcing business is excluded from this **Section 19.E**. Notwithstanding the foregoing, Colgate shall not be obligated to pay any termination fee if the surviving entity (a) is a competitor of Colgate, (b) previously had a contractual relationship with Colgate that was terminated by Colgate for cause, (c) is unable to adequately satisfy Colgate's information security review process such that Colgate has a reasonable belief that the surviving entity is unable to comply with **Exhibit 3** to this Agreement or (d) is unable to adequately satisfy Colgate's anti-bribery due diligence process.

F. If, at any time, the total aggregate liability of Provider for claims asserted by Colgate arising out of or relating to this Agreement exceeds 50% of the Liability Cap, then Provider shall either: (i) agree to restart from zero the accrual of aggregate Provider liability against the Liability Cap (*i.e.*, "refresh" the Liability Cap) or (ii) allow Colgate to terminate this Agreement, in whole or in part, for convenience on 90 days' written notice without any early termination fees set forth in **Exhibit 9** and any terminated SOW(s). The foregoing termination right shall not preclude Colgate from alternatively exercising any rights for termination for cause under **Section 19.B** that may have accrued to Colgate.

G. Except as expressly agreed in **Exhibit 9**, **Exhibit 15** or the applicable SOW, there shall be no termination fees, wind-down costs or other charges or expenses shall be payable by the Colgate Entities in connection with the termination or expiration of the Agreement.





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11. Commencing 180 days prior to the expiration of the Agreement or on an earlier date as Colgate may request, or commencing upon any notice of termination or of nonrenewal of the Agreement (including notice based on default by Colgate) in whole or in part, and continuing through the effective date of expiration or termination (the "**Termination Assistance Period**"), Provider shall provide to Colgate or to its designee (collectively, "**Successor**"), the services or such other termination/expiration assistance requested by Colgate (the Services and such assistance services collectively the "**Termination Assistance Services**") to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Successor, including the termination/expiration assistance set forth in **Exhibit 15**. Colgate shall pay fees for Termination Assistance Services based on the charges set forth in the Agreement; provided that, if termination is by Colgate for cause, Colgate shall only be responsible for costs associated with the ongoing provision of the Services and, except as expressly stated otherwise in or outside the scope of **Exhibit 15**, shall not be responsible for the fees for the termination/expiration assistance provided by Provider. Provider shall provide the Termination Assistance Services in accordance with the Service Levels.

I. After the expiration of the Termination Assistance Period, Provider shall (i) answer questions from Colgate regarding the terminated Services on an "as needed" basis at Provider's then-current billing rates (including discounts) consistent with other agreements between any of the Colgate Entities and Provider or the affiliates of Provider and (ii) deliver to Colgate any remaining Colgate-owned reports and documentation relating to the terminated Services still in Provider's possession.

## 20. BUSINESS CONTINUITY AND FORCE MAJEURE

A. A description of Provider's disaster recovery and business continuity program is attached hereto as **Exhibit 13** to the Agreement. During the Term and Termination Assistance Period, Provider shall comply with the requirements set forth in **Exhibit 13**. The BCPs and DRPs shall be revised and updated by Provider from time to time in accordance with standard industry practice. Provider shall test and provide the executive summary of the test results to Colgate that the BCPs and DRPs are fully operational and capable of restoring operations so that Provider is providing the Services in accordance with Service Levels within the time frames set forth in **Exhibit 13** once during each year of the Term. Upon the discovery by Provider of a disaster or business interruption, Provider shall immediately provide Colgate with notice of the disaster or business interruption.

B. Without limiting Colgate's rights under the Agreement, in the event of a disaster or business interruption, Provider shall at a minimum restore the critical services (as defined in **Exhibit 13**) in accordance with the obligations under the Agreement (and all of the Services within five business days following the occurrence of the disaster or business interruption) by implementing the applicable BCPs (and all other Services within five business days) to the extent not prevented by a Force Majeure Event to the disaster recovery site. In the event Provider does not restore the critical services within the time frames set forth in any of the BCPs (and all other Services within five business days), Colgate may terminate the Agreement in whole or in part, upon notice to Provider, for cause. In the event of implementation of a BCP, Provider shall not increase the Fees or charge the Colgate Entities usage fees in addition to the Fees to be paid under the Agreement.

C. If and to the extent that a Party's (an "**Affected Party**") performance of any of its obligations pursuant to the Agreement is prevented, hindered or delayed by flood, earthquake, elements of nature or acts of God or any other similar cause beyond the reasonable control of the Affected Party (excluding, for the avoidance of doubt, labor disputes or strikes) (each, a "**Force Majeure Event**"), and such nonperformance, hindrance or delay could not have been prevented by reasonable precautions, then the Affected Party shall be excused for such hindrance, delay or nonperformance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and the Affected Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay, including through the use of alternate sources, workaround plans or other means; provided, however, that the use of such alternate sources, workaround plans or other means shall cease upon the cessation of the Force Majeure Event. For so long as a Force Majeure Event continues, the non-Affected Party shall, upon the Affected Party's reasonable request, cooperate with the Affected Party. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. The occurrence of a Force Majeure Event does not excuse, limit or otherwise affect Provider's obligation to implement the BCPs and restore the Services in accordance with **Exhibit 13**. If the Force Majeure Event prevents or is likely to prevent Provider from implementing any of the BCPs, Colgate may terminate the Agreement in whole or in part without payment of any termination fees, wind-down costs or other charges or expenses. Whenever a Force Majeure Event or other business





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interruption causes Provider to allocate limited resources between or among Provider's customers, Provider shall not provide to any other customers of Provider priority over any of the Colgate Entities. In addition, in no event shall Provider redeploy or reassign any Provider Personnel to another account upon the occurrence of any of the circumstances described in this Section.

D. If Provider fails to provide the Services, the Fees under the Agreement shall be adjusted in a manner such that Colgate is not responsible for the payment of Fees (or other charges) for Services that Provider fails to provide. Provider acknowledges that the timely and complete performance of its obligations pursuant to the Agreement is critical to the business operations of Colgate. Accordingly, in the event of a dispute between Colgate and Provider, Provider shall continue to so perform its obligations under the Agreement in good faith during the resolution of such dispute unless and until the Agreement is terminated in accordance with the provisions hereof (or after the expiration of any Termination Assistance Period if later).

## 21. MISCELLANEOUS

A. Entire Agreement; Amendment; Independent Parties. Except as provided otherwise in the Agreement, the Agreement supersedes all prior discussions and agreements between and among Provider and Colgate with respect to the matters contained herein, and the Agreement constitutes the sole and entire agreement among the Parties with respect to the subject matter hereof. The Agreement may be amended by an instrument in writing to be executed by the Parties or by their successors or assignees. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. The Parties are independent parties and nothing contained in the Agreement shall be construed to place the Parties in the relationship of employer and employee, partners, principal and agent, or joint venturers. Neither Party shall have the power to bind or obligate the other Party nor shall either Party hold itself out as having such authority.

B. Assignment. (i) Without the prior written consent of Colgate, except as provided in **Section 6.C**, Provider shall not have the right to transfer, assign or delegate its rights or obligations under the Agreement, whether directly or by merger or otherwise by operation of Law, by Change of Control or otherwise. (ii) Colgate shall have the right in its sole discretion to transfer or assign its rights or obligations under the Agreement (in whole or in part), upon the provision of prior written notice to Provider, to: (a) any Colgate Entity; (b) a purchaser or acquirer of all or substantially all of the capital stock or assets of Colgate; or (c) an entity with which Colgate consolidates or merges. (iii) Any transfer or assignment, whether directly or by merger or otherwise by operation of Law, by Change of Control or otherwise, in contravention of this Section shall be void and of no effect. The Agreement shall be enforceable by each Party and its successors and assigns against the other Party and its successors and assigns.

C. Severability and No Waiver. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in the Agreement. No delay or omission by any Party to exercise any right or power it has under the Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

D. Notices. Wherever a Party is required or permitted to give notice, approval, consent or direction to the other Party, such notice must be in writing and delivered personally, sent by express courier or sent by registered post (return receipt requested), except where email communication is expressly permitted (for the avoidance of doubt any communication that changes or amends any provision of the Agreement must be through a formal communication that is subject to the requirements of this sentence). Any such notice shall be deemed given when actually received and must be addressed as follows (either Party may change its address for notices upon 10 days' notice of the change to the other Party in the manner provided herein). Email communication is acceptable for approval, consent and direction purposes for operational issues provided that there is a record of delivery and receipt.

In the case of Colgate:

Colgate-Palmolive Company 300 Park Avenue New York, New York 10022 Attn: Vice President of Compensation and Benefits	with a copy (which will not constitute effective notice) to: Chief Legal Officer at the same address
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COLGATE CONFIDENTIAL AND PROPRIETARY

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In the case of Provider:

Aon Hewitt 4 Overlook Point Lincolnshire, IL 60069 Attention: Legal Department	
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E. Governing Law. The Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, excluding its conflicts of laws rules. Any legal action, suit or proceeding arising out of or with respect to the Agreement shall be brought solely and exclusively in the courts of the State of New York or of the United States District Court for the Southern District of New York, and, by execution and delivery of the Agreement, each Party hereby irrevocably accepts the exclusive jurisdiction of the aforesaid courts. Each Party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim, in any legal action or proceeding with respect to the Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over it. Each Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Agreement brought in the courts referred to in this Section and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to the Agreement, with such service of process to become effective 10 days after such mailing. Each Party hereby agrees that the other Party may enforce a judgment, lien, arbitral award, injunction or other remedy or relief against Provider in any court in the United States or outside the United States.

F. Remedies Cumulative; Beneficiaries. No right or remedy in the Agreement conferred upon or reserved to a Party to the Agreement is intended to be exclusive of any other right or remedy. Remedies provided for in the Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at Law, in equity or otherwise. There shall be no third-party beneficiaries under the Agreement, except (i) for the Colgate Entities or (ii) as required by Law.

G. Interpretation; Survival. The terms and conditions of the Agreement are the result of negotiations between the Parties. The Parties intend that the Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation or drafting of the Agreement. The following provisions of the Agreement shall survive any expiration or termination of the Agreement for any reason: the requirements set forth in **Exhibit 6, Sections I.B, J.E, 19.G, 19.H and 19.I** and **Articles 8, 12, 13, 14, 15, 16, 17, 18 and 21** together with such other provisions that by their nature survive.

H. Third Party Code of Conduct. Provider represents and warrants that it is in compliance with Colgate's Third Party Code of Conduct as of the execution of the Agreement and will remain in compliance with it throughout the Term of the Agreement including, without limitation, the requirement of strict compliance with the letter and spirit of applicable environmental Laws and regulations and the public policies they represent. Colgate shall have made available such Third Party Code of Conduct to Provider prior to the execution of this Agreement, and Provider agrees to comply with such version of Colgate's Third Party Code of Conduct. In the event that Colgate amends its Third Party Code of Conduct, at Colgate's request Provider and Colgate shall negotiate in good faith to include such amendments in this Agreement.

I. Anti-Bribery Policy. Attached to the Agreement as **Exhibit 4** is a copy of Colgate's Anti-Bribery Policy. Provider represents and warrants that it is in compliance with such policy as of the Effective Date and shall remain in compliance with such policy and any amendments to such policy in the form provided by Colgate to Provider throughout the Term of the Agreement.

J. Termination of Existing Agreement. The Parties acknowledge and agree that the existing letter agreement between the Parties dated December 20, 2016, as amended (the "**Existing Agreement**") is hereby terminated as of the Effective Date and all services provided by Provider under the Existing Agreement shall be assumed by Provider under this Agreement as part of the Services. Colgate shall not be responsible for any fees, costs or expenses of Provider under the Existing Agreement.

\* \* \* \* \*





EXECUTION VERSION

IN WITNESS WHEREOF, each of Colgate and Provider has executed or caused the Agreement to be executed as of the date set forth above by its duly authorized representative.

HEWITT ASSOCIATES LLC

By:

Title:

Date:

*[Handwritten signature]*  
SVP - Legal  
6/5/17

COLGATE-PALMOLIVE COMPANY

By:

Title:

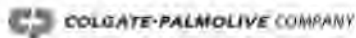
Date:



**EXHIBIT 1  
DEFINITIONS**

<b>TERMS</b>	<b>DEFINITION OR CROSS-REFERENCE</b>
<b>Affected Party</b>	Defined in <b>Section 20.C.</b>
<b>Agreement</b>	Defined in <b>Section 1.A.</b>
<b>Authorized Colgate Representative</b>	Means any of the foregoing: Vice President of Compensation and Benefits, Director of Benefits, Retirement Benefit Plan Manager and the Health and Insurance Plan Manager.
<b>BCP</b>	Defined in <b>Exhibit 13.</b>
<b>Change Control Procedures</b>	Means the change control procedures described in <b>Exhibit 5.</b>
<b>Change of Control</b>	Means with respect to an entity, the: (a) consolidation or merger with or into any entity; (b) sale, transfer or other disposition of all or substantially all of the assets of such entity; or (c) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of more than 10% of the outstanding voting securities or other ownership interests of such entity, as applicable.
<b>Code</b>	Means the Internal Revenue Code, as amended, and the regulations issued thereunder.
<b>Colgate</b>	Defined in the preamble.
<b>Colgate Auditors</b>	Defined in <b>Section 13.A.</b>
<b>Colgate Compliance Directive</b>	Means any written instructions provided by Colgate to Provider from time to time as to the manner in which Provider should implement compliance with any Law and changes to Provider's policies, procedures and processes relating to such compliance.
<b>Colgate Confidential Information</b>	Means all Confidential Information of the Colgate Entities, Colgate agents and the end users, whether disclosed to or accessed by Provider or Provider's agents in connection with the Agreement, including (a) all Colgate Data and Colgate IP and all other information of the Colgate Entities, Colgate agents and the end users or providers, customers, suppliers, service providers and other third parties doing business with the Colgate Entities, (b) any information developed by reference to or use of Colgate Confidential Information, (c) Personal Data, (d) any information regarding the security controls for any Colgate Data or Colgate Systems used to provide the Services and (e) any materials or information that relates directly or indirectly to the business, products or projects of any of the Colgate Entities. Any exclusion from the definition of Confidential Information contained in the Agreement shall not apply to Personal Data.
<b>Colgate Data</b>	Means all data and information of the Colgate Entities, Colgate agents and the end users, including data submitted by or relating to personnel, suppliers and customers of the Colgate Entities, including Personal Data, (a) submitted to Provider by or on behalf of any end user, (b) obtained, developed or produced by or on behalf of Provider or Provider's agents in connection with the Agreement or (c) to which Provider or Provider's agents have access in connection with the provision of the Services, including all Personal Data of personnel or customers of the Colgate Entities.
<b>Colgate Entities</b>	Means Colgate, and its affiliates and divisions, collectively.
<b>Colgate Instructions</b>	Defined in <b>Section 16.E.</b>
<b>Colgate IP</b>	Defined in <b>Section 8.A.</b>
<b>Colgate New Intellectual Property</b>	Defined in <b>Section 8.A.</b>
<b>Colgate Plans</b>	Means the Colgate Entities' benefits plans, including those listed in <b>Exhibit 2</b> , that are supported by Provider as part of the Services.
<b>Colgate Sites</b>	Defined in <b>Section 7.A.</b>
<b>Colgate Systems</b>	Means software and equipment owned, licensed, leased or otherwise





EXECUTION VERSION

TERMS	DEFINITION OR CROSS-REFERENCE
	provided by any of the Colgate Entities.
<b>Confidential Information</b>	Means (i) all information marked confidential, proprietary or with a similar legend by either Party and (ii) any other information whether disclosed orally or in writing that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential based on the nature of the information and the circumstances of disclosure of such information (which for Colgate shall include Colgate Confidential Information as defined herein). The terms of the Agreement are considered Confidential Information of Colgate and Provider. "Confidential Information" shall not include any particular information that the receiving Party can demonstrate: (a) is or becomes publicly available other than as a result of a disclosure by the receiving Party; (b) is or becomes available to the receiving Party on a nonconfidential basis from a source (other than the disclosing Party) which is not prohibited from disclosing such information to the receiving Party by any legal, contractual or fiduciary obligation; (c) is independently developed by the receiving Party without reference to or the use or application of the disclosing Party's Confidential Information, as demonstrated by written or documented evidence; or (d) was known by the receiving Party prior to disclosure to the receiving Party by the disclosing Party, as demonstrated by written or documented evidence.
<b>Divested Entity</b>	Defined in <b>Section 4.B.</b>
<b>DRP</b>	Defined in <b>Exhibit 13.</b>
<b>Effective Date</b>	Defined in the preamble.
<b>ERISA</b>	Means the Employee Retirement Income Security Act of 1974, as amended, and the regulations issued thereunder.
<b>Excusing Event</b>	Defined in <b>Section 3.J.</b>
<b>Exhibits</b>	Defined in <b>Section 1.A.</b>
<b>Existing Agreement</b>	Defined in <b>Section 21.J.</b>
<b>FCPA</b>	Defined in <b>Exhibit 4.</b>
<b>Fees</b>	Means all amounts, charges and fees to be paid by Colgate under the Agreement.
<b>Force Majeure Event</b>	Defined in <b>Section 20.C.</b>
<b>including</b>	Unless the context requires otherwise, "including" (and its derivative forms) means including but not limited to.
<b>Indirect Damages</b>	Defined in <b>Section 18.C(i).</b>
<b>Industry Standards</b>	Means commercially reasonable standards and practices that should be observed or implemented by a prudent, top tier supplier of services similar to the Services.
<b>Insolvency Event</b>	Means that: (i) Provider admits in a filing or written notice is give pursuant to the requirements of applicable Law, its inability to, or is generally unable to, pay its debts as such debts become due; (ii) Provider (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (b) makes a general assignment for the benefit of its creditors, (c) commences a voluntary case under the any bankruptcy code (or similar legislation in a jurisdiction outside the United States), (d) files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, winding-up or composition or readjustment of debts, (e) fails to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under any bankruptcy code (or similar legislation in a jurisdiction outside the United States), or (f) takes any

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## EXECUTION VERSION

TERMS	DEFINITION OR CROSS-REFERENCE
	corporate action for the purpose of effecting any of the foregoing; (iii) a proceeding or case shall be commenced, without the application or consent of Provider in any court of competent jurisdiction, seeking (a) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts, (b) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of Provider or of all or any substantial part of its property or assets or (c) similar relief in respect of Provider under any Law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, winding-up or composition or readjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 30 or more days; (iv) an order for relief against Provider shall be entered in an involuntary case under any bankruptcy code (or similar legislation in a jurisdiction outside the United States); or (v) Provider (a) ceases to carry on its business or (b) passes a resolution for its winding up (otherwise than for the purpose of corporate reorganization where the resulting entity shall assume the liabilities of it).
<b>Interest</b>	Means 6% per year.
<b>Key Provider Personnel</b>	Defined in Section 6.F.
<b>Key Provider Positions</b>	Defined in Section 6.F.
<b>Laws</b>	Means global, federal, country, state or other laws, regulation and rules, whether existing or new or in changed or supplemented form.
<b>Liability Cap</b>	Defined in Section 18.C(ii).
<b>Licensed Colgate Entities</b>	Includes (a) Colgate and the Colgate Entities and (b) successors and assigns of Colgate or any Colgate Entities member through change of control or other corporate reorganization, sale, acquisition or restructuring, and Divested Entities, businesses or operations of Colgate or any of the Colgate Entities, and entities acquiring Colgate or any Colgate Entities member (including a sale of all or substantially all of the stock or assets of a Colgate Entities member and the entities into which a Divested Entity is merged as well as successors, assigns and surviving entities or businesses thereof).
<b>Losses</b>	Means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).
<b>Malicious Code</b>	Means (1) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program, itself, or (2) any device, method, or token that permits any person to circumvent the normal security of the software or the system containing the code.
<b>New Services</b>	Means services that are materially different from, and in addition to or outside the scope of, the then-existing Services. New Services shall not include any work that is an inherent, necessary or customary part of the Services or is required by Provider to meet the Service Levels.
<b>Outside Compensation</b>	Defined in Section 3.G(i).
<b>Overpayment Event</b>	Defined in Section 3.E(iii).
<b>Party or Parties</b>	Defined in the preamble.
<b>Personal Data</b>	Defined in Exhibit 3.
<b>Privileged Work Product</b>	Defined in Section 15.C.

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EXECUTION VERSION

TERMS	DEFINITION OR CROSS-REFERENCE
Procedures Manual	Defined in Section 10.B.
Provider	Defined in the preamble.
Provider Confidential Information	Mean all Confidential Information of Provider and Provider's agents, whether disclosed to or accessed by Colgate or Colgate Entities in connection with the Agreement, including all Provider intellectual property.
Provider Intellectual Property	Defined in Section 8.B.
Provider Laws	Defined in Section 16.A.
Provider Personnel	Employees and contractors of Provider and permitted Provider subcontractors.
Provider Sites	Defined in Section 7.B(i).
Provider Systems	Means the software and equipment owned, licensed or leased by Provider and any permitted subcontractor of Provider.
Reasonable and Customary Costs	Defined in Section 18.C(iv).
Requirements Document	Defined in Section 10.B.
Security Event	Defined in Exhibit 3.
SSAE Report	Defined in Section 13.D.
Services	Defined in Section 3.B.
Service Levels	Defined in Section 9.A.
Service Level Credits	Defined in Section 9.A.
SOW	Defined in Section 1.A.
SOW Term	Defined in Section 2.B.
Successor	Defined in Section 19.H.
Transition	Defined in Section 3.A.
Term	Defined in Section 2.A.
Termination Assistance Period	Defined in Section 19.H.
Termination Assistance Services	Defined in Section 19.H.
Unauthorized Access	Defined in Section 15.D.

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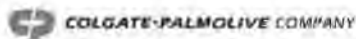
EXECUTION VERSION

**EXHIBIT 2  
SCOPE OF SERVICES**

For purposes of the Agreement, any references to "Aon", "Aon Hewitt", "we" or "our" shall mean Provider. Any references to "you" or "your" shall mean Colgate.

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.1.	<b>Error Resolution</b>					
1.1.1	Promptly notify Colgate of identified errors	I		—	—	
1.1.2	Develop a mutually agreeable documented process for issue escalation and resolution (from Colgate and participants)	I		—	—	
1.1.3	Perform all applicable research related to methods to correct or remedy the error	I		—	—	
1.1.4	Provide Colgate with recommendations on how error will be corrected	I		—	—	
1.1.5	Perform a root-cause analysis on how the error occurred	I		—	—	
1.1.6	Re-perform and/or correct any errors at no cost to Colgate	I		—	—	If the error is attributable to Colgate or Colgate's third party, Aon Hewitt will not be responsible for any delay, cost increase or other consequences due to such failure, and the re-performance or correction of such error shall be billed to Colgate as New Services.
1.1.7	Draft and distribute communications at no additional cost for Provider errors (with Colgate approval)	I		—	—	Agree, provided that the Parties agree communication materials are warranted in the relevant circumstance and consistent with the terms of the mutually agreed Agreement.





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.2.	<b>Audits</b>					
1.2.1	Cooperate with Colgate internal and/or external auditors to conduct administrative and financial audits	I		—	—	See 1.4.3 below.
1.2.2	Cooperate with Colgate internal and/or external auditors that conduct audits pertaining to the offshore operations (if applicable)	I		—	—	See 1.4.3 below.
1.2.3	Provide transaction details and required reports for auditors upon request (including SSAE 16 qualifications)	I		—	—	Aon Hewitt will provide 40 hours per year for DC and 60 hours per year for H&I which can be used for audit support. These hours do not roll over from year to year. Additional support will be subject to Change Control Procedures and may result in additional fees. Aon Hewitt will provide audit availability at the end of the term for one year for activities related to the Services. Audits following that time period will be supported on a time and materials basis
1.2.4	Perform SSAE 16 SOC 1 Type II audits annually – results provided to Colgate in first quarter (bridge letters as necessary)	I		—	—	
1.2.5	Ensure that a SSAE 16 SOC 1 Type II audit is performed annually by an independent party	I		—	—	
1.3.	<b>Claims And Appeals</b>					
1.3.1	Respond to 1 <sup>st</sup> level claims for benefits regarding eligibility and payments per summary provided to and discussion with Colgate	I		—	—	This will be managed by Aon Hewitt's Claims and Appeals Management Service.





## EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.3.2	Prepare summary of the case for Colgate which includes participant account information, participant communication materials, call transcripts, and other participant interactions for formal appeals	I		—	—	
1.3.3	Support 2 <sup>nd</sup> level claims/appeals	I		—	—	
1.3.4	Coordinate with Colgate on 1 <sup>st</sup> level claims associated with prior recordkeeper	I		—	—	
1.3.5	Inform Colgate legal department of all subpoenas, legal requests for information, formal complaints, claims, potential lawsuits, and/or appeals that are specific to Colgate	I		—	—	
1.3.6	Prepare responses to all subpoena and bankruptcy data requests for legal claims against the Services	I		—	—	
1.4.	<b>Governance</b>					
1.4.1	Maintain a succession plan for Key Provider Personnel	I		—	—	If a team member is identified to move to another part of our business, we would work closely with you to determine an appropriate Transition plan and timeline to ensure minimal to no disruption of Services.
1.4.2	Lead quarterly steering committee meetings – annual meeting onsite at Colgate	I		—	—	
1.4.3	Lead annual planning meeting (onsite at Colgate) outlining goals and targeted initiatives for the upcoming year – no travel cost to Colgate	I		—	—	
1.4.4	Provide quarterly performance metric reporting	I		—	—	





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.4.5	Develop quarterly management report summarizing operational trends, accomplishments, upcoming objectives and events, key issues, and legislative/system changes	I		—	—	
1.4.6	Provide performance metrics reporting on Colgate Data – not Provider's book of business	I		—	—	
1.4.7	Allow Colgate to vary the amount at risk amongst the performance categories at least 90 days prior to the start of each Agreement year.	I		—	—	
1.4.8	Provide performance metric reporting within 45 days of the end of the quarter unless agreed upon otherwise	I		—	—	
1.4.9	Credit performance penalties on the next Colgate invoice	I		—	—	
1.4.10	In the event of a performance penalty in the final quarter of the Agreement, Provider will issue a direct payment to Colgate	I		—	—	
1.4.11	Implement ongoing Fees at risk 3 months following live date	I		—	—	
1.4.12	Communicate action plan to Colgate for any missed performance metrics	I		—	—	
1.4.13	Notify Colgate of all Provider Administration Systems changes prior to introducing them to the production environment	I		—	—	
1.4.14	Annually review and revise performance standard metrics and at risk Fees with Colgate	I		—	—	
1.4.15	Provide Colgate with monthly invoices by Plan with detail on participant counts, usage, and postage and fulfillment charges as applicable	I		—	—	





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.4.16	Provide backup data necessary to audit invoices upon request, including pass-through expenses	I		—	—	
1.4.17	Maintain a client advisory group and allow Colgate to participate in that group	I		—	—	
1.4.18	Create and maintain an ongoing issues log by line of Service	I		—	—	
1.4.19	Create and maintain a processing calendar by line of Service that inventories every process by frequency, due dates and confirming documentation on a weekly basis	I		—	—	
1.4.20	Conduct weekly status calls by line of business	I		—	—	
<b>1.5. Change Orders</b>						
1.5.1	Formally document all change requests (including changes that do not impact Fees) prior to the start of any work	I		—	—	
1.5.2	Provide change analysis and any associated Fees within 15 business days of request – including timeline for completing change	I		—	—	Aon Hewitt is willing to commit to this provided Colgate agrees to utilize the current process established by Aon Hewitt to perform analysis and costing exercises.
1.5.3	Maintain rate cards for onshore and offshore resource support of change requests	I		—	—	
1.5.4	Prepare detailed Change Orders (hours by tasks, billing rates, etc.) at no cost to Colgate	I		—	—	
1.5.5	Provide backup data necessary to audit Change Orders upon request	I		—	—	
<b>1.6. Plan Compliance – General</b>						
1.6.1	Administer each plan according to plan rules and provisions	I		—	—	Aon Hewitt will perform the Services in accordance with the mutually agreed-upon requirements. Colgate will





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
						be responsible for verifying that the procedures set forth in the agreement (including the requirements document) are consistent with Colgate's benefits plan documents and Colgate's interpretations thereof. In the event that Colgate's direction is required to address matters involving the interpretation of any provision of Colgate's benefits plan, compliance with Laws and regulations applicable to Colgate or other areas properly reserved to Colgate's discretion, it will be expected that Colgate will provide such direction to Aon Hewitt.
1.6.2	Ensure that all legal notices are provided to participants when required	I		—	—	Please see our response to 1.8.1, above.
1.6.3	Provide day-to-day compliance oversight and support issues that arise	I		—	—	Please see our response to 1.8.1, above.
1.6.4	Assign a compliance specialist to provide guidance on plan administrative issues	I		—	—	
1.6.5	Perform search for lost/deceased participants and beneficiaries as required and document due diligence efforts	I		—	—	
1.6.6	Provide general information on benefit issues, industry trends, legislative changes (and impact on administration), and benefit design issues	I		—	—	Aon Hewitt assumes a highly proactive role in ensuring our consultants and Colgate have the latest information regarding legislative and regulatory developments, technical issues, new ideas, and business trends. Your





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
						Aon Hewitt team will work together with our research and legal consultants to track compliance developments. We take the initiative to inform Colgate of pending legislative changes; identify some of the implications new legislation may have on client plans, policies, and programs; develop a suggested approach to respond to these changes; provide Colgate with options; and work with Colgate legal counsel on impacts to Services, where appropriate.
1.6.7	Update Provider Administration Systems for IRS limit and other mandatory changes	I		—	—	
1.6.8	Develop and process any necessary or appropriate corrections under the Employee Plans Compliance Resolution System ("EPCRS") after obtaining Colgate direction and approval	I		—	—	
1.7.	<b>Compliance – H&amp;I</b>					
1.7.1	Provide comprehensive information on health care reform and the impact to participants	I		—	—	
1.7.2	Provide reports to assist Colgate in the calculation of PCORI fees	I		—	—	
1.7.3	Provide required H&I benefit amounts to Colgate for W-2 Box 12DD reporting	I		—	—	





## EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.7.4	Support 1094C/1095C and 6055/6056 reporting requirements by creating interface files for enrollment data to Colgate	I		—	—	Aon Hewitt will provide this data in the IRS specified format. <b>Aon to provide pricing for comprehensive ACA reporting as well as providing an ACA file in EY format.</b>
1.7.5	Notify new and current employees of the existence of insurance Exchanges and their Services	I		—	—	
1.7.6	Comply with all HIPAA notification requirements	I		—	—	Aon Hewitt will deliver the Services in accordance with the requirements document, which will include Colgate's direction on HIPAA notifications.
1.7.7	Ensure all account based administration (e.g. FSA, etc.) programs are compliant with IRS regulations	I		—	—	
1.7.8	Monitor applicable state and federal rules regarding withholding, imputed income, reporting, etc. with respect to domestic partnerships and same-sex marriages and update Provider Administration Systems accordingly	I		—	—	Aon Hewitt will calculate federal imputed income, but will not monitor withholding rules, and will not calculate State imputed income. It is our experience that State imputed income is typically calculated on the payroll system.
1.7.9	Document due diligence efforts associated with lost/deceased participant and beneficiary searches	I		—	—	



EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.7.10	Provide inputs to Section 125 and 129 non-discrimination testing	I		—	—	The inputs themselves are part of the standard scope. Aon Hewitt can also run the final tests. The costs shown are for the final tests. Annual Fees are based on the actual Services provided, including the number of tests run.
1.7.11	Prepare signature-ready Form 5500s	I		—	—	<b>Please price separately for signature ready vs. Schedule C only</b>
1.7.12	Produce and distribute Notice of Qualified Health Insurance Coverage	I		—	—	
1.7.13	Distribute Uniform Summary of Benefits and Coverage for all eligible employees	I		—	—	
1.8.	<b>Compliance – DC</b>					
1.8.1	Distribute QDIA notice annually and in newly eligible materials (multiple versions based on eligibility for certain programs)	I		—	—	
1.8.2	Prepare counts for Form 5500s	I		—	—	
1.8.3	Prepare Form 8955-SSA attachment (and other related attachments) to Form 5500	I		—	—	
1.8.4	Prepare information on fees received for Form 5500 Schedule C reporting	I		—	—	
1.8.5	Provide paper/electronic participant-level fee disclosures (annual requirement and in newly eligible kits)	I		—	—	
1.8.6	Distribute notice of Eligible Automatic Contribution	I		—	—	





EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	Arrangements (EACA)/Automatic Contribution Arrangements (ACA) to newly eligible employees					
1.8.7	Provide participants with annual EACA/ACA notice	I		—	—	
1.8.8	Determine HCEs	I		—	—	
1.8.9	Perform mid-year ADP/ACP testing	I		—	—	
1.8.10	Perform annual ADP/ACP testing	I		—	—	
1.8.11	Process ADP/ACP, 402(g) excess contribution refunds	I		—	—	
1.8.12	Perform 415 testing (not required until leveraged ESOP exhausted – not this Agreement)	I		—	—	
1.8.13	Perform top heavy testing	I		—	—	
1.8.14	Monitor 415 contribution limits testing (not required until leveraged ESOP exhausted – not this Agreement)	I		—	—	
1.8.15	Monitor 401(a)(17) limits	I		—	—	
1.8.16	Ensure that pre-tax contributions do not exceed 402(g) limit	I		—	—	
1.8.17	Monitor 414(s) compensation limits	I		—	—	
1.8.18	Distribute fund prospectuses/fact sheets in compliance with 404(c) and DOL fee disclosure requirements	I		—	—	
1.8.19	Calculate, communicate and process age 70 ½ and post-death minimum required distributions for participants/beneficiaries as required	I		—	—	
1.8.20	Monitor 1165(e)(17) compensation limits for Puerto Rico plan	I		—	—	
1.8.21	Monitor contribution limits for Puerto Rico plan	I		—	—	



EXECUTION VERSION

1.0 Legal Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
1.8.22	Perform Puerto Rico non-discrimination testing quarterly	I		—	—	

2.0 Legal Orders						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
2.1.	Power Of Attorney/Guardianship Documents					
2.1.1	Approve Power of Attorney/Guardianship documents submissions	I		—	—	This will be managed by our Power of Attorney Service. [REDACTED]
2.1.2	Validate Power of Attorney/Guardianship documents based on state rules	I		—	—	This will be managed by our Power of Attorney Service.
2.1.3	Process Power of Attorney/Guardianship documents requests	I		—	—	This will be managed by our Power of Attorney Service.
2.1.4	Maintain historical Power of Attorney/Guardianship documents	I		—	—	Included in Power of Attorney Service per document Fee. Historical documents can be maintained for an additional fee.





EXECUTION VERSION

2.0 Legal Orders						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
2.1.5	Maintain all Power of Attorney/Guardianship documentation received	I		—	—	Included in Power of Attorney Service per document Fee.
2.1.6	Notify requesting party of approved and denied Power of Attorney/Guardianship requests	I		—	—	Included in Power of Attorney Service per document Fee.
2.1.7	Ensure participants with POAs/Guardianship documents are identified on the Provider Administration Systems	I		—	—	Included in Power of Attorney Service per document Fee.
2.1.8	Manage overrides provided by Colgate	I		—	—	Included in Power of Attorney Service per document Fee.
<b>2.2.</b>	<b>QDRO Administration</b>					
2.2.1	Qualify DC DROs	I		—	—	
2.2.2	Assist Colgate to create an optional solution to Process California Joinders	I		—	—	
2.2.3	Maintain all DRO documentation received	I		—	—	
2.2.4	Maintain historical DRO orders	I		—	—	Historical documents can be maintained for an additional fee.
2.2.5	Flag participant accounts for pending and approved DROs	I		—	—	
2.2.6	Freeze accounts when necessary upon notification of pending QDROs, bankruptcy filings, tax levies, and other legal papers	I		—	—	
2.2.7	Respond to attorney requests for plan information	I		—	—	



## EXECUTION VERSION

2.0 Legal Orders						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
2.2.8	Provide online information to support the DRO qualification process including: overview information, submission procedures, support for electronic submission of DROs, and the ability to view qualification status	I		—	—	
2.2.9	Provide attorneys with appropriate model order(s), plan summaries, and instructions	I		—	—	
2.2.10	Provide best practice suggestions for model orders incorporating your understanding of Colgate Plan rules	I		—	—	
2.2.11	Setup alternate payees with separate accounts as appropriate (i.e. immediate vs. delayed based on situation)	I		—	—	
2.2.12	Interpret QDRO orders to determine benefits payable	I		—	—	
2.2.13	Calculate and track QDRO offsets to participant accounts	I		—	—	
2.2.14	Notify alternate payees of approved or unapproved orders	I		—	—	
2.2.15	Notify participants of approved or unapproved DROs	I		—	—	
2.3.	<b>QMCSO Administration</b>					
2.3.1	Qualify MCSOs	I		—	—	
2.3.2	Maintain all MCSO documentation received	I		—	—	Included in MCSO per order fee.
2.3.3	Maintain historical MCSO documents since implementation	I		—	—	Historical documents can be maintained for an additional fee.
2.3.4	Provide online information to	I		—	—	The website





EXECUTION VERSION

2.0 Legal Orders						
Item #	Service Description	Included In Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	support the MCSO qualification process including: overview information, submission procedures, support for electronic submission of MCSOs, and the ability to view qualification status					<a href="http://www.qocenter.com">www.qocenter.com</a> is available to all clients of Aon's Qualified Order service, including QMCSO services.
2.3.5	Notify employees and dependents of approved or unapproved orders	I		—	—	
2.3.6	Process state orders for benefit coverages	I		—	—	Review of MCSO and National Medical Support Notices (NMSN).
2.3.7	Adjust benefits based on qualified orders	I		—	—	
2.3.8	Restrict participant's record to ensure that coverage cannot be changed for dependent(s) covered by order	I		—	—	
2.3.9	Communicate enrollment information to dependents covered by order (at separate address if necessary)	I		—	—	Enrollment communication is supported through our health and welfare administration.
2.3.10	Flag employee accounts for pending and approved QMCSOs	I		—	—	Employee accounts are flagged only for approved QMCSOs or NMSNs.
2.3.11	Ensure dependents covered by order are subjected to all plan eligibility rules (e.g., sent age-out letters at appropriate time, etc.)	I		—	—	

3.0 INFORMATION TECHNOLOGY						
Item #	Service Description	Included In Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
3.1.	Technology Environment					
3.1.1	Maintain a documented security	I		—	—	



EXECUTION VERSION

3.0 INFORMATION TECHNOLOGY						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	policy – shared with Colgate upon request					
3.1.2	Name a Security Officer who is responsible for all security-related activities, practices, and policies	I		—	—	
3.1.3	Maintain procedures to avoid infringement based on copyright or other intellectual property restrictions	I		—	—	
3.1.4	Ensure virus protection is implemented in the server environment	I		—	—	
3.1.5	Update virus scanning software on a regular basis	I		—	—	
3.1.6	Maintain separation of duties for physical access (i.e., is the person authorizing access different from the person issuing the access)	I		—	—	
3.1.7	Ensure access cards and system access are revoked immediately or deactivated immediately upon employee/contractor termination	I		—	—	
3.1.8	Monitor your systems to detect deviations from access control and security policies	I		—	—	
3.1.9	Test fire and smoke detection devices on a regular basis	I		—	—	
3.1.10	Install and test fire suppression devices on a regular basis	I		—	—	
3.1.11	Provide network redundancy and load balancing	I		—	—	
3.1.12	Log all server and connection activity – maintain logs for 90 days as an audit trail	I		—	—	
3.1.13	Secure software development areas and data centers 24 hours a day	I		—	—	
3.1.14	Maintain video surveillance of data centers	I		—	—	
3.1.15	Maintain access logs indicating who entered the facility, when they entered, etc.	I		—	—	
3.1.16	Maintain video surveillance	I		—	—	





EXECUTION VERSION

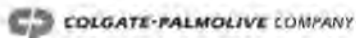
3.0 INFORMATION TECHNOLOGY						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
3.1.17	tapes/storage for 30 days Ensure any decommissioned/removed storage devices are wiped of all data (including copiers, fax machines, PCs, flash drives, PDAs, etc.)	I		—	—	
3.1.18	Maintain a formally documented offsite storage plan for data and software back-ups	I		—	—	All online disk facilities are configured with real-time remote disk mirroring across two physical locations at our Lincolnshire, IL, headquarters. All backup media is contained within the Aon Hewitt data center in a vault-like restricted access facility. No data is sent offsite unless requested by Colgate. The expense is only incurred if data is sent offsite.
3.1.19	Perform an independent annual vulnerability or penetration testing of your systems	I		—	—	
<b>3.2. Disaster Recovery</b>						
3.2.1	Ensure critical computer and telecommunication equipment is protected from short duration power outages by UPS (Uninterrupted Power Supply)	I		—	—	
3.2.2	Ensure secondary site will be up and operational within a 48 hr period for administrative Services	I		—	—	
3.2.3	Ensure secondary Call Center site will be up and operational within a 72 hr period following a disaster recovery situation	I		—	—	
<b>3.3. User Access</b>						
3.3.1	Ensure only Colgate account team members can see Participant Data (electronic and paper)	I		—	—	
3.3.2	Ensure that representatives cannot see answers to security questions;	I		—	—	



EXECUTION VERSION

3.0 INFORMATION TECHNOLOGY						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	they can only type in and if correct proceed					
3.3.3	Require employees working from home offices to sign confidentiality agreements	I		—	—	
3.3.4	Retain records indicating that employees have been adequately trained on security and privacy policies and procedures	I		—	—	
3.3.5	Maintain security at various levels for system users based on organizational hierarchy (i.e., read-only versus update)	I		—	—	
3.4.	<b>Software Development</b>					
3.4.1	Maintain a formally documented procedure for software testing	I		—	—	
3.4.2	Maintain a documented system update process (with required sign-offs)	I		—	—	
3.4.3	Maintain a rollout calendar of future upgrades	I		—	—	
3.4.4	Maintain data backups sufficient to restore prior condition of processes and data corrupted by a production system modification	I		—	—	
3.5.	<b>Data Sharing</b>					
3.5.1	Provide technical file support 24x7 (help desk)	I		—	—	
3.5.2	Provide a secure SFTP site for file exchanges	I		—	—	
3.5.3	Develop secure email connection to Colgate	I		—	—	
3.5.4	Support SFTP/PGP encryption as appropriate	I		—	—	
3.5.5	Encrypt all file feeds to and from Colgate	I		—	—	
3.5.6	Maintain a documented approach to file transmission security	I		—	—	





EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.1.	System Access					
4.1.1	Require all remote access to Provider Administration Systems be subject to 2 factor authentication	I		—	—	
4.1.2	Establish appropriate controls to ensure that Colgate confidential information is disclosed only to those who have a legitimate business need	I		—	—	
4.1.3	Notify Colgate and third party providers of staffing changes immediately to ensure access to websites managed by those entities containing confidential information is terminated.	I		—	—	
4.1.4	Respond to Colgate and third party providers review of privileges to their sites/data	I		—	—	
4.1.5	Review and update the privileges granted to all Colgate team members (or others with access to Colgate) quarterly to ensure that only those who continue to have a need-to-know have access	I		—	—	
4.1.6	Establish and maintain User IDs and PIN/passwords for all Provider Administration Systems applications	I		—	—	
4.1.7	Require user-defined PIN/passwords PIN/password with a minimum of 8 characters – a mixture of letters and numbers	I		—	—	
4.1.8	Require Provider Administration Systems access passwords to be reset at least every 90 days	I		—	—	
4.1.9	Mask personal identifiers on screens (e.g., display SSN as xxx-xx-1234, etc.)	I		—	—	
4.1.10	Provide Colgate with Provider Administration Systems inquiry access	I		—	—	Inquiry access is provided via eCustomer Service and not via GUI.
4.1.11	Provide Colgate proxy inquiry access to participant website	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.1.12	Provide Colgate with online access to imaged participant documents	I		—	—	
4.1.13	Provide Colgate access to ad hoc reporting application	I		—	—	
4.1.14	Provide Colgate inquiry access to case management system	I		—	—	
4.1.15	Provide training to Colgate staff on Provider Administration Systems at implementation and with Colgate staff changes	I		—	—	
4.1.16	Provide a plan sponsor collaboration website with access to project schedules, issues lists, data files, requirements materials, and other project management. Site must have ability to limit access to folders/documents as user needs require. Site must be available to Colgate resources and third parties.	I		—	—	
4.1.17	Provide EY with "manager" access to employee accounts across all business lines via website	I		—	—	
<b>4.2.</b>	<b>System Updates And Testing</b>					
4.2.1	Maintain separate testing and production system environments – refresh as needed for each change	I		—	—	
4.2.2	Maintain documentation of all Colgate Plan provisions, interfaces, reports, process flows, data dictionaries, communications inventory, communications requirements/text	I		—	—	
4.2.3	Manage requirements documentation changes using a formal version control process	I		—	—	
4.2.4	Ensure all documentation is updated within a reasonable time following a change	I		—	—	
4.2.5	Allow Colgate review and approval of all system generated communication material	I		—	—	Review and approval is acceptable. Custom text changes to forms are not included.
4.2.6	Implement text changes (web and	I		—	—	As long as it does not





EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	print communications) within 48 hours of approval					require legal approval or production changes to the system
4.2.7	Implement required programming updates at least monthly (or more frequently in emergency situations)	I		—	—	
4.2.8	Create test strategies, Test Plans (with complete set of scenarios and expected results) for unit testing (specifications to build), regression testing (when changes made to calculators, interfaces, reports, etc.), parallel testing (for interfaces and calculators), integrated testing (end to end), client acceptance testing for all Provider Administration Systems changes and Change Orders	I		—	—	
4.2.9	Allow Colgate to test all Provider Administration Systems updates and upgrades applicable to Colgate	I		—	—	
4.2.10	Maintain representative 'fake' participant data in live Provider Administration Systems for testing participant website	I		—	—	
4.2.11	Assist Colgate in the development of a client acceptance Test Plan and criteria when making ongoing Provider Administration Systems changes	I		—	—	
4.2.12	Perform regression test of Provider Administration Systems prior to each production system modification sufficient to identify changes to any other Provider Administration Systems process or Participant Data	I		—	—	
4.3.	<b>Phone System – General</b>					
4.3.1	Provide a toll-free number for beneficiaries and alternate payees	I		—	—	
4.3.2	Provide access for hearing impaired	I		—	—	
4.3.3	Provide a non-toll free line for international callers	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.3.4	Accept ID/Password entry for smart routing to Call Center representatives	I		—	—	
4.3.5	Provide menu options based on eligibility, e.g. authentication prior to menu options	I		—	—	
4.3.6	Provide bulletin board/special messaging as required	I		—	—	
4.3.7	Provide participant access from Colgate's 800 number call tree (1-888-982-7227)	I		—	—	
4.3.8	Provide an initial prompt for English versus Spanish before authenticating participant and routing their call	I		—	—	
4.3.9	Provide menu options in Spanish if chosen and route to a Spanish speaking representative	I		—	—	
4.3.10	Allow employees to access the Call Center with Employee ID or SSN	I		—		
4.4.	<b>Phone System – H&amp;I</b>					
4.4.1	Provide pathing to customer service representative	I		—	—	
4.4.2	Provide menu option to speak to a survivor support specialist	I		—	—	
4.5.	<b>Phone System – DC</b>					
4.5.1	Provide pathing to customer service representative	I		—	—	
4.5.2	Provide menu option to speak to a survivor support specialist	I		—	—	
4.6.	<b>Participant Internet Site – General</b>					
4.6.1	Offer internet system 24x7 (except scheduled downtimes) which shall be agreed to by the Parties as part of the agreement)	I		—	—	
4.6.2	Create a Colgate-specific URL site (US and PR combined in one site.)	I		—	—	
4.6.3	Incorporate Colgate branding on web pages – allow Colgate to customize banners and logo on web pages	I		—	—	





## EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.6.4	Ensure all web-based tools make use of a secured URL (https:/)	I		—	—	
4.6.5	Ensure website is viewable and functional on tablets and smart phones	I		—	—	
4.6.6	Require Provider Administration Systems re-authentication after at least 30 minutes of inactivity	I		—	—	
4.6.7	Track participant sessions, web pages viewed, and actions taken	I		—	—	
4.6.8	Accept address changes for terminated participants and retirees	I		—	—	
4.6.9	Allow employees to access the website using single sign-on or a self-generated set of credentials established by the user and known only by the user	I		—	—	
4.6.10	Allow participants to create ID and PIN/password upon initial entry into Provider Administration Systems – security verified through indicative data (no PIN/password mailings required)	I		—	—	
4.6.11	Accept online PIN/password changes and resets	I		—	—	
4.6.12	Post plan information and documents (ex. SPDs, forms, plan documents, guides, Summary of Benefits Coverage, etc.) based on each participant's specific eligibility – participants will only see documents and plan rules for which they are eligible	I		—	—	
4.6.13	Provide the ability to create personalized messaging throughout the website	I		—	—	
4.6.14	Draft all website text and changes for Colgate review and approval	I		—	—	
4.6.15	Provide links to other Colgate benefit providers and government agencies (i.e. SSA)	I		—	—	
4.6.16	Collect online consent for electronic delivery of key documents (SPDs,	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	legally required mailings, etc.)					
4.6.17	Accept e-mail requests for information	I		—	—	
4.6.18	Provide responses to participant emails via secure mailbox	I		—	—	
4.6.19	Maintain a 'landing page' with a summary of all benefits administered by Aon Hewitt including for US and PR	I		—	—	
4.6.20	Provide web text and options that are customized for the participant. e.g. Only present options that are applicable, maintain edits and error checks in accordance with plan rules, edit for inconsistent/illogical information (ex. cannot add a spouse if one already covered, cannot save dependent life insurance coverage if no dependents named, not offered S&I catch up if not age 50)	I		—	—	
4.6.21	Provide access to all communications mailed to individual in a 'personal' library	I		—	—	
4.7.	<b>Participant Internet Site – H&amp;I</b>					
4.7.1	Allow participants to view plan elections and pay period deductions by coverage date	I		—	—	
4.7.2	Support 'dual year' election period (i.e. annual enrollment through year end) and allow elections for both years to be made and coordinated	I		—	—	
4.7.3	Display benefits provided even if no employee election to be made (ex. EAP)	I		—	—	
4.7.4	Ensure participants only view plan options based on their individual eligibility rules	I		—	—	
4.7.5	Accept annual enrollment elections for active (including LOAs), COBRA, and retired eligible participants	I		—	—	
4.7.6	Accept ongoing enrollments from	I		—	—	





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4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	eligible participants					
4.7.7	Accept life event initiation (e.g., births, marriages, etc.)	I		—	—	
4.7.8	Allow participants to enter dependent information (including those without a valid U.S. social security number)	I		—	—	
4.7.9	Allow participants to submit dependent verification documentation	I		—	—	
4.7.10	Collect domestic partner affidavits	I		—	—	
4.7.11	Collect smoker status – participant and spouse	I		—	—	
4.7.12	Allow participants to view/enter beneficiary information for applicable plans	I		—	—	
4.7.13	Provide information regarding direct billing payment amounts and payment status	I		—	—	
4.7.14	Provide information regarding COBRA elections and payment information	I		—	—	
4.7.15	Accept direct debit elections for participants on COBRA/direct billing	I		—	—	
4.7.16	Allow participants to view year-to-date pending FSA claims, completed FSA claims, and debit card balances	I		—	—	If the Aon spending account administration Services are not used, then participants would be directed the FSA administrator for claims and balance information.
4.7.17	Allow participants to view/print historical confirmation statements	I		—	—	
4.7.18	Coordinate EOI process with carrier (notifications of tier changes that require EOI to carrier, increase pending amounts on carrier instruction)	I		—	—	
4.7.19	Provide event modeling capabilities for the participant, both employment status changes and personal status changes. Display health plan	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (If not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.7.20	options, dependent/tier change permissions, rates, etc.) Allow retirees to model post 65 H&I rates	I		—	—	Assumes any needed data will be sent to Aon Hewitt prior to modeling.
4.7.21	Provide side-by-side comparison of health and welfare plan options – based on individual eligibility	I		—	—	
4.7.22	Provide an interactive modeling tool for health care plans to allow participants to compare plan benefits and total estimated costs (including premiums, deductibles, and out of pocket expenses)	I		—	—	
4.7.23	Provide a life/disability insurance calculator to assist employees with choosing appropriate coverage level	I		—	—	
4.7.24	Provide FSA calculator and modeling tool	I		—	—	
4.7.25	Allow participants to model retiree medical cost and eligibility (including 'advance' post age 65 costs). (Incorporate lump sum vs. monthly payment choices as applicable.)	I		—	—	Assumes any needed data will be sent to Aon Hewitt prior to modeling.
4.7.26	Allow participants to submit retiree medical elections prior to retirement date	I		—	—	Assumes any needed data will be sent to Aon Hewitt prior to the participant initiating retirement elections.
4.7.27	Perform single sign-on to Colgate's medical and Rx carriers	I		—	—	
4.8.	<b>Participant Internet Site – DC Qualified Plans</b>					
4.8.1	Push targeted messaging designed to change employee behaviors	I		—	—	
4.8.2	Allow participants to view multiple accounts (participant, beneficiary, and/or alternate payee accounts)	I		—	—	
4.8.3	Provide account balance inquiry (current and historical)	I		—	—	
4.8.4	Allow participants to view balances by groupings of money types, e.g.	I		—	—	





EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.8.5	legacy money types with current Facilitate requests for tax form reprints (1099Rs, 1042S)	I		—	—	
4.8.6	Display Distribution Statements/Information	I		—	—	
4.8.7	Display relevant 'personal' information (ex. recognized earnings, DRO holds)	I		—	—	
4.8.8	Update text with annual compensation limits as applicable each year	I		—	—	
4.8.9	Provide balances by fund	I		—	—	
4.8.10	Provide fund prices	I		—	—	
4.8.11	Provide shares/equivalent shares and share price or unit price for Colgate stock funds (based on stock fund accounting)	I		—	—	
4.8.12	Calculate and display personal rates of return	I		—	—	
4.8.13	Display vested balances and vesting status	I		—	—	
4.8.14	Display fund/plan expenses in compliance with DOL fee disclosure requirements	I		—	—	
4.8.15	Allow participants to view balances by money type	I		—	—	
4.8.16	Allow participants to view historical contributions by money type (post-conversion)	I		—	—	
4.8.17	Display historical fund balances (from conversion date)	I		—	—	
4.8.18	Provide transaction detail (post-conversion)	I		—	—	
4.8.19	Update website monthly for fund performance	I		—	—	
4.8.20	Gather and provide investment return data – month-to-date, quarter-to-date, 1-year, 3-year, 5-year	I		—	—	
4.8.21	Allow participants to print fund fact sheets or prospectuses	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.8.22	Provide fund and fee information as required by disclosure rules	I		—	—	
4.8.23	Allow participants to print forms and other documents (ex. SPDs, Informational 'Flyers', Notices) as applicable	I		—	—	
4.8.24	Forecast 401(k) saving balances to retirement (including income replacement percentage and monthly income amounts)	I		—	—	
4.8.25	Forecast projected Social Security in income replacement calculation	I		—	—	
4.8.26	Provide a link to SSA.gov for participants to get actual Social Security amounts	I		—	—	
4.8.27	Provide a contributions calculator – showing participants the impact on paychecks and savings	I		—	—	
4.8.28	Provide a depletion calculator – showing how long savings will last in retirement (include qualified and non-qualified plan balances)	I		—	—	
4.8.29	Provide an asset allocation planner – including questionnaire to help employees determine risk tolerance	I		—	—	
4.8.30	Allow participants to view and print on-demand account statements – last 24 months minimum	I		—	—	
4.8.31	Allow participants to download data to financial applications (e.g. Quicken)	I		—	—	
4.8.32	Provide Lipper or custom fund performance summaries	I		—	—	
4.8.33	Allow participants to view/enter beneficiary information on applicable plans (US vs. PR; but not non-qualified plan – must follow qualified)	I		—	—	
4.8.34	Solicit participants for online beneficiary elections via targeted messaging when no beneficiary on file	I		—	—	
4.8.35	Accept qualified plan enrollments	I		—	—	

COLGATE CONFIDENTIAL AND PROPRIETARY

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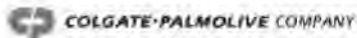
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EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	with investment elections by money type (i.e. both employee and BRCs if BRC eligible or employee only) and pre-tax to after-tax 'flip' election					
4.8.36	Accept auto-enrollment opt outs			—	—	
4.8.37	Accept BSA (5 times annually)			—	—	
4.8.38	Allow inquiry/update of pre-tax contribution rates			—	—	
4.8.39	Allow inquiry/update of after-tax contribution rates			—	—	
4.8.40	Allow inquiry/update of catch-up contributions			—	—	
4.8.41	Provide link to catch-up 'calculator' (spreadsheet)			—	—	
4.8.42	Accept automatic contribution rate increase elections			—	—	
4.8.43	Allow participants to view employee and company contribution amounts			—	—	
4.8.44	Allow inquiry/update of future investment fund elections – varying by money type			—	—	
4.8.45	Accept fund reallocation requests			—	—	
4.8.46	Accept fund-to-fund transfer requests			—	—	
4.8.47	Accept fund auto-rebalancing requests			—	—	
4.8.48	Accept Colgate stock diversification requests – allowing participants to designate percentage to be transferred monthly and target percentage			—	—	
4.8.49	Accept ESOP dividend payment elections			—	—	
4.8.50	Provide information regarding maximum loan and withdrawal amounts available			—	—	
4.8.51	Allow participants to model loans			—	—	
4.8.52	Accept new general purpose loan requests			—	—	
4.8.53	Provide primary residence loan forms			—	—	
4.8.54	Provide a loan calculator – showing			—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	the impact on retirement savings if a loan is taken online					
4.8.55	Provide outstanding loan and loan payoff inquiry (projected by pay period)	I		—	—	
4.8.56	Accept in-Service withdrawal requests	I		—	—	
4.8.57	Accept final distribution requests (including installments and in-kind requests)	I		—	—	
4.8.58	Accept tax withholding elections	I		—	—	
4.8.59	Accept payment rollover elections	I		—	—	
4.8.60	Accept direct deposit payment elections	I		—	—	
4.9.	<b>Participant Internet Site – DC Non-Qualified Plans</b>					
4.9.1	Provide account balance inquiry (current and historical)	I		—	—	
4.9.2	Provide balances by fund	I		—	—	
4.9.3	Provide fund prices	I		—	—	
4.9.4	Provide shares and share price of Colgate stock fund	I		—	—	
4.9.5	Calculate and display personal rates of return	I		—	—	
4.9.6	Display vested balances and vesting status	I		—	—	
4.9.7	Allow participants to view balances by money type	I		—	—	
4.9.8	Allow participants to view historical contributions by money type (post-conversion)	I		—	—	
4.9.9	Display historical fund balances (from conversion date)	I		—	—	
4.9.10	Provide information sheet or text displaying rate of return/interest rates and update rates annually	I		—	—	
4.9.11	Allow participants to print plan information documents	I		—	—	
4.9.12	Forecast non-qualified plan balances to retirement (including income replacement percentage and monthly income amounts)	I		—	—	





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4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.9.13	Allow participants to download Participant Data to financial applications (e.g. Quicken)	I		—	—	
<b>4.10.</b>	<b>Participant Mobile Access</b>					
4.10.1	Provide mobile access through responsive design of website	I		—	—	
4.10.2	Utilize participant internet ID/password for mobile access	I		—	—	
4.10.3	Display H&I elections	I		—	—	
4.10.4	Accept H&I enrolments / elections / events	I		—	—	
4.10.5	Display DC balances	I		—	—	
4.10.6	Provide DC transaction capability	I		—	—	
<b>4.11.</b>	<b>Correspondence/Fulfillment</b>					
4.11.1	Incorporate variable text within Provider Administration Systems forms and letters based Colgate requirements and participant eligibility	I		—	—	
4.11.2	Maintain an inventory of all communication materials including individual items and 'kit' components	I		—	—	
4.11.3	Provide a centralized repository of all communications requirements/specifications/text	I		—	—	
4.11.4	Maintain a copy of all communications that were ever mailed or emailed to a participant – at the participant level	I		—	—	
4.11.5	Update Colgate communication materials for annual changes – dates, compensation limits, etc.	I		—	—	
4.11.6	Draft and distribute forms, kits, letters associated with Services described in this document	I		—	—	
4.11.7	Distribute text messages to participants as defined by Provider and Colgate	I		—	—	
4.11.8	Provide fulfillment for all legally required documents based on Colgate guidelines (paper or	I		—	—	



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4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.11.9	electronic delivery) Mail required materials to participant's home address for populations defined by Colgate or elected by participant	I		—	—	
4.11.10	Produce CD of quarterly statements for Colgate	I		—	—	
4.11.11	Maintain ability to pull statements from mailing as required	I		—	—	
4.11.12	Segregate statements for expatriates and send directly to Colgate	I		—	—	
4.11.13	Maintain ability to segregate statements by 'group' when need for varying inserts arises	I		—	—	
4.11.14	Maintain ability to vary messaging on statements by 'group'/plan rule, etc.	I		—	—	
4.11.15	Email required materials to email address on file for populations defined by Colgate or elected by participant	I		—	—	
4.11.16	Send required materials to participant's home address when bad email address indicator is on file	I		—	—	
4.11.17	Distribute Colgate prepared SARs and SMMs	I		—	—	
4.11.18	Mail plan documents, SPDs, SARs, SMMs, forms, and other plan related materials to participants upon request	I		—	—	
4.11.19	Mail/Email as appropriate confirmation statements to participants when the transaction is made through Call Center or web	I		—	—	
4.11.20	Maintain distribution lists and delivery method for all fulfilled materials – email and mail	I		—	—	
4.11.21	Maintain process controls/audit trail of fulfillment process	I		—	—	
4.11.22	Annually review fulfillment procedures and stored documents –	I		—	—	





EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.11.23	ensuring that all materials are current versions Provide supporting documentation of fulfillment/postage charges with each invoice	I		—	—	
4.11.24	Generate all communications with common branding, common logos, color schemes, and style/tone (possible variation for death related materials)	I		—	—	
4.11.25	Image all incoming correspondence and documents – imaged documents tied to the participant	I		—	—	
4.11.26	Maintain retrievable copies of all outbound correspondence, kits, and forms	I		—	—	
4.11.27	Distribute materials in envelopes with Colgate- specific return address	I		—	—	
4.11.28	Maintain supply of envelopes as required by estimated use	I		—	—	
4.11.29	Provide back up for out of pocket costs with billing.	I		—	—	
4.11.30	Assemble kits pertaining to new hire, termination, retirement and death events incorporating all Colgate benefits administered by Provider. Separate H&W and Retirement kits will be sent for common events.	I		—	—	Kits will be sent under separate cover for H&I and Retirement events.
4.11.31	Maintain log of emailed communications	I		—	—	
4.11.32	Maintain capability to ensure emails were delivered	I		—	—	
4.11.33	Track employees with rejected emails	I		—	—	
4.11.34	Produce a log of returned mail	I		—	—	A report of returned system generated statements can be provided to Colgate.
4.11.35	Place bad address flags on participant accounts when returned mail is received	I		—	—	



EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.11.36	Place bad email address flags on participant accounts when email address is no longer valid	I		—	—	
4.11.37	Research addresses for participants with bad addresses twice per year (returned mail or terminated employees with Corporate addresses)	I		—	Risk Compliance Performance Solutions, LLC (RCP)	Aon Hewitt will use the services of RCP, using the current established approach, to research bad addresses.
4.11.38	Update correct addresses resulting from address search	I		—	—	
<b>4.12. Special Global Administration</b>						
4.12.1	Based on indicative information provided, identify Colgate's expatriate population (SAP/HRIS file)	I		—	—	
4.12.2	Build custom global employee processing 'system' and procedures	I		—	—	
4.12.3	Accept and incorporate Recognized Earnings for expatriates in December via spreadsheet for annual initialization work	I		—	—	
4.12.4	Provide Colgate's International Assignment Services with an annual projected expatriate deductions file for ALL plans (to process deductions from local pay) by January 15 each year	I		—	—	





EXECUTION VERSION

4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.12.5	Projections noted above will include calculations of following year anticipated contributions for global expatriates based Recognized Earnings, annual enrollment elections, S&I plan contribution rates and loans (considering IRS limits and employee elections), Send Projection file to Colgate by mid-January	I		—	—	
4.12.6	Provide expatriates with annual deduction statement for the year by late January	I		—	—	
4.12.7	Identify new expatriates during the year – create information for IAS, employee statements, incorporate into 'dummy' payroll processing	I		—	—	
4.12.8	Identify global expatriates that come to the US – manually notify US payroll and remove from dummy payroll process	I		—	—	
4.12.9	Process 'dummy' payroll semi-monthly and send S&I 'deductions' and FSA 'deductions' to DC and H&I teams for inclusion with US payroll deduction processing. Includes required funding notifications.	I		—	—	
4.12.10	Account for midyear life event changes that impact health and insurance plan deductions – create new summary statements for the employee and coordinate changes with Colgate Benefits/IAS	I		—	—	
4.12.11	Account for midyear S&I changes (contribution rates, new loans, loan stops)- create new summary statements for the employee and coordinate changes with Colgate Benefits/IAS	I		—	—	
4.12.12	Calculate retroactive DC plan deductions for expatriates in the event that the deduction process did not start timely	I		—	—	



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4.0 Provider Administration Systems						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
4.12.13	Identify and track country movement of expatriates for tax implications and annual reporting	I		—	—	
4.12.14	Re-amortize loans for participants moving in and out of expatriate status	I		—	—	
4.12.15	Communicate with expatriate population using email as required	I		—	—	
4.12.16	Manage transfers in and out of the U.S. between "dummy" payroll and the U.S. payroll	I		—	—	
4.12.17	React to "advance notification" of expatriate status changes	I		—	—	
4.12.18	Manually enroll regional expatriates into medical plan and include on carrier eligibility file	I		—	—	
4.12.19	Provide global expatriates with an annual summary of their benefits and deductions and distribute the summary if mid-year changes are made (all available plans)	I		—	—	
4.12.20	Provide reports that reflect required global expatriate deduction information	I		—	—	
4.12.21	Provide quarterly and annual year-to-date information to Colgate for their annual chargeback process – timeliness is critical – year end file must be provided the first business day in January	I		—	—	





EXECUTION VERSION

5.0 Reporting Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
5.1.	<b>Colgate Ad-Hoc Reporting</b>					
5.1.1	Provide ad-hoc reporting tool that uses information refreshed nightly	I		—	—	
5.1.2	Allow Colgate to generate reports using all key data fields	I		—	—	
5.1.3	Allow Colgate to generate reports using any selected point-in-time or data ranges – 24months of data is available to Colgate	I		—	—	At least 24 months of data is available in the ad hoc reporting tool. Data is maintained for the duration of our engagement with you on the Provider Administration Systems and your client team will assist you in creating reports including data older than 24 months. The retention timeframe on the reporting tool is configurable.
5.1.4	Ensure that security protocol is applied to ad-hoc reporting (users can only access data as authorized)	I		—	—	
5.1.5	Provide Colgate staff members with training on ad-hoc reporting tool at implementation and with Colgate staff changes	I		—	—	
5.1.6	Allow all reports generated to be printed, viewed online, or exported (Excel, Access, ASCII, and PDF formats)	I		—	—	Available export protocols include Excel, Text, XML, HTML, and PDF.
5.1.7	Allow users to save report criteria and formats in online libraries	I		—	—	
5.2.	<b>Provider Reporting – General</b>					
5.2.1	Provide monthly website usage stats and reports	I		—	—	
5.2.2	Provide quarterly counts of transactions with breakdown by election vehicle (i.e. web vs. representative vs. form)	I		—	—	
5.2.3	Provide a monthly scorecard of Call Center activity with detail of call topics, separate for active vs. terminated employees	I		—	—	



EXECUTION VERSION

5.0 Reporting Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
5.2.4	Provide monthly participant count reports by plan consistent with invoiced participant charges	I		—	—	
5.2.5	Provide monthly activity reports by Service area	I		—	—	
5.2.6	Create PIN/password protection on all secure documents (i.e., spreadsheets with SSNs)	I		—	—	
5.2.7	Provide support for Colgate participant communications initiatives (data extracts, spreadsheets, etc.)	I		—	—	
5.2.8	Provide 50 hours annually of ad-hoc reports and data extract requests per benefit domain	I		—	—	Our standard reports are robust and we'll dedicate time during implementation to work through reporting requirements. Fees include standard reports: Accounting Reports such as reconciliation reports, Management Reports such as loan delinquency, Audit Reports such as participant detail, Form 5500 Reports, as well as reporting available to Colgate through the Plan Sponsor Portal.
5.3.	<b>Provider Reporting – H&amp;I</b>					
5.3.1	Provide required eligibility interfaces to non-carrier third parties	I		—	—	
5.3.2	Provide annual enrollment statistics to Colgate daily during enrollment periods	I		—	—	
5.3.3	Provide a summary of annual enrollment activity following annual enrollment period	I		—	—	
5.3.4	Provide social security number changes to carriers and third parties	I		—	—	
5.3.5	Provide monthly headcount and coverage reports by location (to validate chargeback reports)	I		—	—	
5.3.6	Provide FSA election information to FSA provider	I		—	—	





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5.0 Reporting Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (If custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
5.3.7	Provide FAS 106 and FAS112 data to Colgate's actuary annually (in actuary's defined format)	I		—	—	
5.3.8	Provide weekly FSA funding reports	I		—	—	
5.3.9	Provide Colgate with premium and payment information monthly for application to the Colgate general ledger	I		—	—	Aon will provide premium reports monthly with custom reporting fields available. General ledger reporting needs would need to be programmed and built during implementation as a custom report.
5.3.10	Provide a monthly report of deaths to the Credit Union	I		—	—	
5.3.11	Provide a report of expatriate foreign addresses to Anthem weekly	I		—	—	
5.3.12	Provide report of dependents on file upon request (with select indicative information)	I		—	—	
<b>5.4. Provider Reporting – DC</b>						
5.4.1	Provide participation and diversification reporting by age upon Colgate request	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.2	Provide summary reports showing participant retirement income replacement percentages by age group, location, etc.	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.3	Provide DC funding report to Colgate each payroll cycle and BRC/ABRC cycle (incorporate forfeitures as applicable)	I		—	—	
5.4.4	Provide DC funding instructions to Trustee each payroll cycle	I		—	—	
5.4.5	Provide Colgate with daily Buy/Sell report	I		—	—	
5.4.6	Provide Colgate reporting on forfeiture amounts/usage monthly	I		—	—	
5.4.7	Provide monthly reports on Colgate stock fund activity including Officer and Vice President stock holding	I		—	—	
5.4.8	Produce dividend payment reports	I		—	—	
5.4.9	Provide equivalent share and activity reports required for Section 16 and insider trader monitoring	I		—	—	
5.4.10	Provide quarterly auto enrollment related	I		—	—	Support for this Service



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5.0 Reporting Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	reporting					item will follow the same terms stated under Section 5.2.8.
5.4.11	Provide monthly plan level report of opening to closing balance flow	I		—	—	
5.4.12	Provide monthly loan related reports (i.e. arrears, delinquency)	I		—	—	
5.4.13	Provide monthly undeliverable address reporting	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.14	Provide quarterly report of part time employees with less than 50% planned working time	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.15	Provide annual information for officers named in the Corporate proxy	I		—	—	
5.4.16	Produce monthly trial balance reports by plan – showing all financial activities occurring during time period	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.17	Provide monthly investment returns	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.18	Provide monthly clearing account reconciliations	I		—	—	
5.4.19	Provide quarterly report of all direct and indirect investment fund rebates received and credited	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.20	Provide required reports associated with fiduciary-level fee disclosure rules	I		—	—	
5.4.21	Provide activity/balance reports to support Puerto Rico corporate tax filing	I		—	—	
5.4.22	Produce year-end financial reports within 30 business days of year-end	I		—	—	
5.4.23	Provide retirement readiness reporting	I		—	—	
5.4.24	Provide BNY Mellon stock in-kind distribution report	I		—	—	
5.4.25	Provide Colgate Treasury with required daily and quarterly reports	I		—	—	Support for this Service item will follow the same terms stated under Section





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5.0 Reporting Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
5.4.26	Produce share usage reports for ESOP management	I		—	—	5.2.8.
5.4.27	Produce BSA and ESOP related reports (Requirements to be defined during implementation)	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.
5.4.28	Produce expatriate DC plan contribution and loan deductions funding reports for Treasury	I		—	—	Support for this Service item will follow the same terms stated under Section 5.2.8.

6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.1.	<b>Call Center Staffing</b>					
6.1.1	Provide Call Center availability from at least 8:30 a.m. to 5:30 p.m. ET Monday through Friday (with the exception of Provider holidays or when the stock market is closed)	I		—	—	
6.1.2	Provide Call Center availability from at least 8:30 a.m. to 8:00 p.m. ET Monday through Friday during annual enrollment period	I		—	—	
6.1.3	Provide Tier 1 Call Center representatives who take calls for no more than 3 other smaller organizations	U		—	—	HW will be paired with 7-10 other HW only clients of similar size and complexity DC will be paired with 5-7 other DC only clients of similar size and complexity
6.1.4	Provide Tier 2 Call Center representatives that manage issues for no more than 3 other smaller organizations	U		—	—	HW will be paired with 7-10 other HW only clients of similar size and complexity DC will be paired with 5-7 other DC only clients of



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6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.1.5	Provide Spanish speaking representatives for U.S. and Puerto Rico participants (Puerto Rican Spanish for Puerto Rico participants)	I		—	—	similar size and complexity
6.1.6	Provide additional Call Center staffing for the first six months after the go live date (assume increased call volume with Transition)	I		—	—	
6.1.7	Provide a Call Center team with at least 50% of the representatives having at least 1 year of benefits Call Center experience at live date and ongoing	I		—	—	
6.1.8	Provide a team that is specifically trained on Colgate culture, requirements, processes and plans – at no time will a representative take a call unless they have been trained on Colgate (except in a disaster recovery situation)	I		—	—	
6.1.9	Provide a documented process for knowledge transfer (turnover risk mitigation)	I		—	—	
6.1.10	Ensure a supervisor is always available for call escalations	I		—	—	
6.2.	<b>Call Center Technology</b>					
6.2.1	Perform online chat between Call Center representatives and participants	I		—	—	
6.2.2	Provide a language line	I		—	—	
6.2.3	Post the time/date on participant's record for each call	I		—	—	
6.2.4	Record/store all incoming/outgoing calls and retain for life of Agreement and 6 years after	I		—	—	
6.2.5	Provide recorded calls to Colgate within 24 hours of the request	I		—	—	Batch up to 10 calls within 48 hours. If more than 10 calls this will require a change order.
6.2.6	Provide webchat transcripts to Colgate within 24 hours of the	I		—	—	AH would require 48 hours for this, but no charge as





EXECUTION VERSION

6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	request					long as we are below 10 web chats
6.2.7	Provide recorded calls to Colgate in .wav format			—	—	
6.2.8	Utilize a knowledge-management application to provide Call Center representatives with Colgate Plan information			—	—	
6.2.9	Provide knowledgebase documentation to Colgate for review and approval as part of implementation, any ongoing change work and upon request			—	—	
6.2.10	Perform call tracking (i.e. reason participant called)			—	—	
6.2.11	Provide call tracking data to Colgate upon request			—	—	
6.2.12	Utilize a case management system for tracking open issues			—	—	
6.3.	<b>Call Center Quality Management</b>					
6.3.1	Regularly monitor all Colgate's Call Center representative calls for quality			—	—	
6.3.2	Monitor Call Center representatives for accuracy of calls, Call Center acumen, and adherence to Call Center tools			—	—	
6.3.3	Monitor and report compliance with required participant callbacks			—	—	
6.3.4	Monitor open cases by age and category			—	—	
6.3.5	Provide reports to Colgate on open cases and aging upon request			—	—	
6.3.6	Develop procedures to track and resolve escalated participant issues/cases in order to minimize Colgate's involvement			—	—	
6.3.7	Audit Call Center knowledgebase materials for accuracy at least annually			—	—	
6.3.8	Ensure that documentation used by Call Center representatives is			—	—	



EXECUTION VERSION

6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.3.9	updated prior to implementing any plan design or procedure changes Allow Colgate to perform live quarterly co-monitoring of participant calls	I		—	—	
6.4.	<b>Ongoing Call Center Training</b>					
6.4.1	Perform training of new Call Center representatives added to team:					
6.4.2	▪ Provider Administration Systems	I		—	—	
6.4.3	▪ Benefits principles	I		—	—	
6.4.4	▪ Security policies	I		—	—	
6.4.5	▪ Customer service techniques and practices	I		—	—	
6.4.6	Ensure all new Colgate team representatives go through formal Call Center and Colgate training	I		—	—	
6.4.7	Provide updates to Call Center representatives on regulatory changes and Provider Administration Systems updates	I		—	—	
6.4.8	Conduct urgent and refresher training as needed, including training outside normal business hours as required	I		—	—	
6.4.9	Provide Colgate-specific training materials to Colgate upon request	I		—	—	
6.5.	<b>Call Center Functions – General</b>					
6.5.1	Accept caller authentication from IVR application (participant does not need to re-authenticate)	I		—	—	
6.5.2	Authenticate callers into Call Center with alternative security questions (jointly defined with Colgate)	I		—	—	
6.5.3	Provide the ability for Call Center representatives to walk through employee web tools with employees that require assistance	I		—	—	
6.5.4	Advise employees/plan participants of contact information/general	I		—	—	





## EXECUTION VERSION

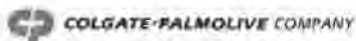
6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.5.5	process of appeals Refer calls to designated Colgate or other Colgate providers	I		—	—	
6.5.6	Escalate to administration team as appropriate	I		—	—	
6.5.7	Maintain a protocol for dealing with distressed callers, threats of harm, etc.	I		—	—	
6.5.8	Warm transfer calls to Colgate and other Colgate providers and other providers as required (i.e. escalations and death cases)	I		—	—	
6.6.	<b>Call Center Functions – H&amp;I</b>					
6.6.1	Answer detailed questions regarding H&I plan eligibility, plan provisions, premiums, dependent coverage, premium rates for potential change in eligibility (including post 65 for retirees), upcoming end of severance enhancements, and enrollment options, etc.	I		—	—	
6.6.2	Respond to general and complex questions	I		—	—	
6.6.3	Provide information regarding direct billing payment amounts and payment status	I		—	—	
6.6.4	Provide information regarding COBRA elections and payment information	I		—	—	
6.6.5	Provide information regarding FSA account balance, paid claims, and pending claims	I		—	—	If Aon administers the FSA plans, we can provide this support. If not, we would direct participants to the FSA administrator.
6.6.6	Process all available modeling, enrollment and status change transactions	I		—	—	
6.6.7	Provide answers to inquiries about cost of changes to coverage levels (e.g. midyear question about how much increased life insurance would cost)	I		—	—	



EXECUTION VERSION

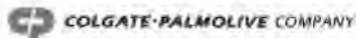
6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.6.8	Provide additional staffing for passive annual enrollment	I		—	—	
6.6.9	Provide participants with general information on Medicare	I		—	—	
6.7.	<b>Call Center Functions – DC</b>					
6.7.1	Answer questions regarding plan provisions, vesting, investment options, contribution modeling, statements, etc.	I		—	—	
6.7.2	Provide detailed answers to questions about BSA, and Company stock net unrealized appreciation	I		—	—	
6.7.3	Process all available transactions	I		—	—	
6.7.4	Supply written verification of participant's account balance to third parties upon request	I		—	—	
6.7.5	Provide additional staffing for peak volume periods (i.e. year-end)	I		—	—	
6.7.6	Process requests for prior years' 1099/W2/1042S forms and account statements (including pre-conversion)	I		—	—	
6.7.7	Provide distribution specialists that can assist employees with distribution options, tax avoidance, etc.	I		—	—	
6.8.	<b>Survivor Support</b>					
6.8.1	Provide Call Center representatives who are specially trained for handling survivor support for the H&I and savings plan programs – active deaths, retirees and deferred vesteds only	I		—	—	
6.8.2	Collect contact information, death certificates and distribute to required parties (life insurance, if applicable; other providers)	I		—	—	
6.8.3	Provide survivor with a specific Call Center representative to contact throughout death process	I		—	—	
6.8.4	Distribute a condolence letter to	I		—	—	





## EXECUTION VERSION

6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.8.5	beneficiaries upon death notification with Call Center contact information	I		—	—	
6.8.6	Provide detailed information on all Colgate benefits administered by provider	I		—	—	
6.8.7	Provide survivors with information on other benefits (Social Security and Medicare)	I		—	—	
6.8.8	Counsel participants on all available Colgate death benefits	I		—	—	
6.8.9	Follow up with beneficiary and outside parties on status until process is complete (i.e. all benefits paid)	I		—	—	
6.8.10	Collect confirmation of all payments from third-parties	I		—	—	
6.8.11	Facilitate sending of flowers or fruit basket	I		—	—	
6.8.11	Provide Colgate with benefit entitlements upon active employee deaths	I		—	—	
6.9.	<b>Customer Service Functions – Healthcare Advocacy</b>					
6.9.1	Provide specialized support for health advocacy requests to ensure accurate interpretation of eligibility and claim payment	I		—	—	Provide separate pricing
6.9.2	Act as a participant advocate for escalated health plan issues, including claims	I		—	—	
6.9.3	Work with participant and health plan in resolving issues including reviewing situation with participant, reviewing case with health plan, helping participant with questions and to understand health plan requests and responses	I		—	—	
6.9.4	Accept claim documentation (i.e., EOBs, provider bills) in paper form via mail, fax, or email as part of support of participant issue	I		—	—	
6.9.5	Notify Colgate of escalated cases and their progression	I		—	—	



EXECUTION VERSION

6.0 Call Center Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
6.9.6	Ensure that all data (electronic and paper) is held in secure location – only advocacy team members have access	I		—	—	
6.9.7	Ensure Customer Service/Advocacy unit is in compliance with HIPAA Privacy regulations	I		—	—	
<b>6.10. Call Center Implementation</b>						
6.10.1	Perform training of all Colgate Call Center representatives:					
6.10.2	▪ Provider Administration Systems	I		—	—	
6.10.3	▪ Benefits principles	I		—	—	
6.10.4	▪ Security policies	I		—	—	
6.10.5	▪ Call Center techniques and practices	I		—	—	
6.10.6	▪ Colgate Plans and processes	I		—	—	
6.10.7	Allow Colgate to perform mock call testing of representatives prior to live date	I		—	—	
6.10.8	Create call scenario scripts for Colgate testing Call Center representative	I		—	—	
6.10.9	Create plan and process documentation used by Call Center representatives	I		—	—	
6.10.10	Provide Colgate-specific training materials – provide to Colgate for approval	I		—	—	
6.10.11	Perform training on Colgate culture (allowing Colgate participation)	I		—	—	
7.0 Implementation Requirements						





EXECUTION VERSION

Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
7.1.	<b>Implementation – Staffing And Resources</b>					
7.1.1	Assign an implementation Project Manager for each line of business, as well as data, communications and call center who will:					
7.1.2	<ul style="list-style-type: none"> <li>Have prior implementation project management experience at Provider for organizations similar in size and complexity and subject matter expertise</li> </ul>	I		—	—	
7.1.3	<ul style="list-style-type: none"> <li>Have Provider Provider Administration Systems -specific expertise</li> </ul>	I		—	—	
7.1.4	<ul style="list-style-type: none"> <li>Serve as a single point of contact to Colgate for the duration of the implementation</li> </ul>	I		—	—	
7.1.5	<ul style="list-style-type: none"> <li>Manage and coordinate the efforts of all internal provider support staff and Provider subcontractors</li> </ul>	I		—	—	
7.1.6	<ul style="list-style-type: none"> <li>Coordinate Colgate implementation activities – including user acceptance testing and HR/payroll changes/testing</li> </ul>	I		—	—	
7.1.7	<ul style="list-style-type: none"> <li>Be responsible for transitioning from implementation to ongoing</li> </ul>	I		—	—	
7.1.8	Assign implementation support staff who will:					
7.1.9	<ul style="list-style-type: none"> <li>Have prior implementation experience</li> </ul>	I		—	—	
7.1.10	<ul style="list-style-type: none"> <li>Dedicate the appropriate amount of time in order to complete the primary functions</li> </ul>	I		—	—	
7.1.11	Engage key ongoing administrative personnel on the Colgate] team at least 3 months prior to scheduled “go-live” or scheduled user acceptance testing (whichever is earlier)	I		—	—	
7.1.12	Ensure key implementation personnel are available during the entire implementation period and at least 3 months after a successful	I		—	—	



EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	"go-live"					
7.1.13	Assign an implementation project manager to oversee non DB,DC, and H&I matters (ex. Passwords, IVR, client 3 <sup>rd</sup> party systems-access, cross function coordination for deaths, cross function integrated testing, etc) and to coordinate project management across lines of business/data/communication and call center	I				Aon Hewitt will not be responsible for DB activities since that is not part of the scope of services.
<b>7.2. Implementation – Project Management Responsibilities And Tools</b>						
7.2.1	Manage project tasks	I		—	—	
7.2.2	Perform full oversight of third-party relationships and subcontractors	I		—	—	
7.2.3	Create and maintain detailed implementation plans that:					
7.2.4	▪ Are specifically modified for Colgate and accurately represents the scope of work	I		—	—	
7.2.5	▪ Are baselined with Colgate approval	I		—	—	
7.2.6	▪ Incorporate milestones from all provided Services	I		—	—	
7.2.7	▪ Incorporate sufficient time for unit, Provider Administration Systems, parallel, integrated and client acceptance testing (development of strategy, plans, scenarios, expected results and actual testing)	I		—	—	
7.2.8	▪ Are updated weekly	I		—	—	
7.2.9	▪ Accurately reflect begin and end dates for each task	I		—	—	
7.2.10	▪ Name specific assigned Provider resources	I		—	—	
7.2.11	▪ Clearly outline Colgate tasks – including each round of	I		—	—	





EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
7.2.12	requirements and other document review <ul style="list-style-type: none"> <li>Identify late or "at risk" down-stream tasks (critical path)</li> </ul>	I		—	—	
7.2.13	Incorporate mutually agreed upon changes into the Project Plan as needed	I		—	—	
7.2.14	Post all implementation documents online in project management website (issues logs, project schedules, meeting minutes, etc.)	I		—	—	
7.2.15	Schedule, organize, and facilitate project kick-off meeting	I		—	—	
7.2.16	Facilitate monthly implementation Steering Committee meetings	I		—	—	
7.2.17	Conduct and lead all business requirements gathering and other required sessions with Colgate (and third-parties as required)	I		—	—	
7.2.18	Lead sessions with Colgate to review business requirements and processes	I		—	—	
7.2.19	Create detailed requirements documentation, including plan requirements, processes, reports, interfaces, and communications	I		—	—	
7.2.20	Manage requirements documentation changes using a formal version control process	I		—	—	
7.2.21	Post all requirements documentation online via project management website	I		—	—	
7.2.22	Create a data dictionary that is maintained ongoing	I		—	—	
7.2.23	Conduct weekly project status meetings	I		—	—	
7.2.24	Prepare weekly status reports including summary of progress relative to Project Plan, issue status, project risks, and key Colgate deliverables	I		—	—	



EXECUTION VERSION

7.0 Implementation Requirements						
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7.2.25	Maintain detailed issues/risk log to record, track, and close issues (including final resolution)	I		—	—	
7.2.26	Maintain documentation on interim solutions as required	I		—	—	
7.2.27	Manage risk areas – create mitigation strategy for any identified risks	I		—	—	
7.2.28	Develop a mutually agreed upon and documented process that includes appropriate contact information and procedures for issue escalation and resolution	I		—	—	
7.2.29	Develop 'Go Live' checklist (includes all operational Transition, data migration, Call Center related processes, Provider Administration Systems readiness, etc.)	I		—	—	
7.2.30	Create a detailed Transition plan from the current provider outlining all key hand-off dates, communications, and risk mitigation plans	I		—	—	
7.2.31	Manage Transition plan meetings with Colgate and current provider	I		—	—	
7.2.32	Create a plan to manage open cases	I		—	—	
7.2.33	Develop Project Plan for any residual/re-prioritized/post go-live tasks – includes all issues identified that were not resolved prior to go-live	I		—	—	
7.3.	<b>Implementation – Change Management</b>					
7.3.1	Assist Colgate in identifying impacted Transition audiences and appropriate change approach	I		—	—	
7.3.2	Develop Service rollout communications plan	I		—	—	
7.3.3	Develop and distribute rollout communications – introducing New Services, new website, phone numbers, provider tool use, etc. to participants – as applicable by	I		—	—	





EXECUTION VERSION

7.0 Implementation Requirements						
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7.3.4	'group' (ex. actives vs. former employees) Develop and distribute rollout communications to Colgate HR representatives and management	I		—	—	
7.3.5	Solicit Colgate review and signoff on rollout communications	I		—	—	
7.4.	<b>Interface Development</b>					
7.4.1	Lead discussions for development of HR and payroll interfaces – including setting agendas, facilitating meetings, documenting open items, and documenting the resulting layouts	I		—	—	
7.4.2	Lead interface development with Colgate third party vendors as needed – including setting agendas, facilitating meetings, documenting open items, and documenting the resulting layouts	I		—	—	
7.4.3	Solicit Colgate approval of all file interface requirements	I		—	—	
7.4.4	Develop standard and custom interfaces as defined and approved during requirements definition	I		—	—	
7.4.5	Perform four rounds of testing for each interface between Provider and Colgate and Provider and 3 <sup>rd</sup> party vendors	I		—	—	
7.4.6	Perform a full-cycle integration test of all files between Colgate and Provider	I		—	—	
7.4.7	Provide production representative test data in format required for unit testing	I		—	—	
7.4.8	Provide capability to house 'dummy' data in live environment for post-production and ongoing testing.	I		—	—	
7.4.9	Manage test database that allows for web testing across lines of business	I		—	—	
7.5.	<b>Implementation Testing</b>					
7.5.1	Present a comprehensive testing	I		—	—	



EXECUTION VERSION

7.0 Implementation Requirements						
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	strategy/planning document to define and explain testing approach, resource requirements, and roles and responsibilities					
7.5.2	Perform Provider Administration Systems testing that includes:	I		—	—	
7.5.3	<ul style="list-style-type: none"> <li>Conduct unit testing, Provider Administration Systems testing, regression testing prior to Colgate's UAT</li> </ul>	I		—	—	
7.5.4	<ul style="list-style-type: none"> <li>Conduct parallel testing for all interfaces and calculators</li> </ul>	I		—	—	
7.5.5	<ul style="list-style-type: none"> <li>Conduct integrated end-to-end testing across all lines of business</li> </ul>	I		—	—	
7.5.6	<ul style="list-style-type: none"> <li>Test case scenarios for all Services, plan provisions, and populations being implemented with expected results</li> </ul>	I		—	—	
7.5.7	<ul style="list-style-type: none"> <li>Real Colgate employees/participants associated with each test case scenario</li> </ul>	I		—	—	
7.5.8	<ul style="list-style-type: none"> <li>Colgate-specific scenarios for each customization</li> </ul>	I		—	—	
7.5.9	<ul style="list-style-type: none"> <li>Sign-off of Provider testing</li> </ul>	I		—	—	
7.5.10	Provide Colgate user acceptance testing (UAT) period that includes:					
7.5.11	<ul style="list-style-type: none"> <li>A testing schedule timeline that identifies scope, due dates, completion dates, resource requirements, and roles &amp; responsibilities</li> </ul>	I		—	—	
7.5.12	<ul style="list-style-type: none"> <li>Ensure that provider has successfully completed testing to minimize Colgate identifying issues during UAT</li> </ul>	I		—	—	
7.5.13	<ul style="list-style-type: none"> <li>Development of testing scenarios and expected results</li> </ul>	I		—	—	
7.5.14	<ul style="list-style-type: none"> <li>Detailed test scripts with</li> </ul>	I		—	—	





EXECUTION VERSION

7.0 Implementation Requirements						
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	step-by-step instructions					
7.5.15	<ul style="list-style-type: none"> <li>Comprehensive UAT scope – conversion results, interfaces, communications, IVR, website content, transaction processing, and Call Center</li> </ul>	I		—	—	
7.5.16	<ul style="list-style-type: none"> <li>Identification of employees/participants for each test scenario</li> </ul>	I		—	—	
7.5.17	<ul style="list-style-type: none"> <li>Providing Colgate with access to Provider Administration Systems, tools, and resources required to review, test and approve all identified test case scenarios</li> </ul>	I		—	—	
7.5.18	<ul style="list-style-type: none"> <li>Provide Provider Administration Systems for Colgate to log issues; use such Provider Administration Systems to manage issue to resolution</li> </ul>	I		—	—	
7.5.19	<ul style="list-style-type: none"> <li>Conducting daily testing status meetings</li> </ul>	I		—	—	
7.5.20	<ul style="list-style-type: none"> <li>Identifying future resolution dates for all issues identified during UAT that could not safely be resolved prior to "go-live"</li> </ul>	I		—	—	
7.5.21	<ul style="list-style-type: none"> <li>A period of true fully-integrated "user experience" testing (i.e. allow Colgate to initiate transaction on web, receive print communications, and see results on interfaces)</li> </ul>	I		—	—	
7.5.22	<ul style="list-style-type: none"> <li>Allowing Colgate to perform user acceptance testing remotely (i.e., from Colgate's offices)</li> </ul>	I		—	—	
7.5.23	<ul style="list-style-type: none"> <li>Conduct post production testing as required</li> </ul>	I		—	—	